

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**
Case No.: 1:23-cv-20727-RKA

RYAN BRESLOW, et al.,

Plaintiffs,

v.

MARK PHILLIPS, et al.,

Defendants.

DECLARATION OF MARK PHILLIPS

I, Mark Phillips, make the following declaration:

1. I am a Defendant in this Action, am over the age of 18, and am competent to testify in this matter. I have personal knowledge of the matters stated herein.

2. In July 2021, I had a meaningful role as a Lead Developer under contract with the Securities and Exchange Commission. Specifically, I was employed by InfoTrend Incorporated, a subcontractor to Its Agile, LLC, which was a prime contractor to the SEC under a solicitation regarding for the provision of “blockchain and digital asset data support[.]” Attached hereto as **Exhibit 1** is a true and correct copy of a 2021 InfoTrend Incorporated W-2 I received from my employer.

3. Given that the nature of the work I did for the SEC is confidential, I cannot disclose details, but I can provide an SEC Solicitation for contractor services I obtained via a Freedom of Information Act request. A true and correct copy of that Solicitation is attached hereto as **Exhibit 2**.

4. In order to obtain a contractor position with SEC, and obtain a requisite security clearance, I completed a Declaration for Federal Employment, an FBI fingerprint search, and an authorization for release of credit information. True and correct copies of those documents are attached hereto as **Exhibits 3, 4, and 5**.

5. I am often consulted on my expertise in Solidity, Bitcoin Script, and Typescript, coding languages used for blockchain transactions, and have been well-regarded in the blockchain space for my work. At one point, my skills were in such high apparent demand, that I was inundated with so many unsolicited employment offers through LinkedIn that I deactivated my account.

6. Ethereum was trading at \$3,887.53 on September 3, 2021, and at \$4,815.01 on November 9, 2021, the highest it has ever been, and there was incredible demand for cryptocurrency and blockchain engineers.

7. I ultimately left my contractor position at the SEC, for what ultimately became MovementDAO based on Plaintiffs representations of what MovementDAO would be.

8. I had disclosed to Plaintiffs, at least in meetings in August and September 2021, and in January, July, and August 2022, that I had a criminal background, including going to jail and prison, and the related circumstances. My earlier criminal action had been well publicized, and a simple Google search would have revealed the criminal allegations made against me. At a sushi dinner in September 2021, I disclosed that I had been on both sides of the law, civil and criminal; that I had been in federal prison and jail for contempt; and that I had been nervous about being rejected for security clearance given his prior run-ins with the law.

9. I repeatedly made clear during the discussions that I had been to prison, and had no interest in going back, or doing anything that was questionable, or would lead to even remotely

the possibility of my running afoul of the law. It would be particularly embarrassing for me to be involved in a cryptocurrency fraud given my relationship with my colleagues at the SEC.

10. These discussions arose in a variety of circumstances: when the parties were discussing the legality of different types of entities and cryptocurrency pump and dump schemes; a discussion of experiences with drugs; and discussion of experiences with law enforcement. During these same discussions, Mr. Gordon revealed that he had run-ins with the law on account of repeated acts of reckless driving, and Mr. Fine revealed that he never paid taxes (a common issue in cryptocurrency transactions), and would steal others' license plates to evade parking tickets and citations for illegally parking the van he lived out of. I further learned from Plaintiffs that Mr. Breslow and Mr. Gordon had met at an ayahuasca ceremony, where Mr. Breslow had a psychedelic-induced epiphany that God was telling them to create what would become MovementDAO.

11. Messrs. Breslow, Fine, and Gordon planned to develop a decentralized autonomous organization (ultimately MovementDAO) to facilitate social and environmental movements, and set of tooling which created other DAOs, in effect, enabling smaller communities to form their own DAOs to promote social movements using MovementDAO's governance structure and technological architecture. The primary DAO (ultimately MovementDAO) would provide a set of decentralized finance activities for which it, or a related entity, would receive some fee or benefit (a "tribute"). However, Plaintiffs lacked the technical ability to develop and manage the contemplated DAO's creation, and needed my help for the task.

12. I initially performed work pursuant to a Consulting Agreement with Merkaba, Inc. ("Merkaba"), a true and correct copy of which is attached hereto as **Exhibit 6**, under which I agreed to perform blockchain architecture and related services for Merkaba for \$125 an hour.

13. Between August 2021 and November 2021, I helped lay the foundation for what would become MovementDAO, analyzing the structure of existing DAOs, reporting on legal entities and models, devising funding and governance models (including the issuance of nonfungible tokens (“NFTs”) and users interfaces), and ensuring that the DAO would operate under a regime of trust and legitimacy.

14. Between August 2021 and MovementDAO’s launch on February 2, 2022, Plaintiffs called the organization various names, including TedDAO, a reference to the comedy show *Curb Your Enthusiasm*, in which the actor Ted Danson made an anonymous donation, but made sure everyone knew he was the donor (similar to Plaintiffs’ intentions here).

15. As a result of my efforts, Mr. Breslow asked me to assume a more prominent, full-time role in the venture, which would entail me leaving the SEC.

16. I repeatedly explained to Plaintiffs that I would leave the SEC to help create MovementDAO on a full-time basis, subject to three non-negotiable conditions: (1) that I would have veto power over decisions relating to the DAO’s treasury in order to assuage my worry that the project would devolve into a cryptocurrency pump-and-dump scheme; (2) that MovementDAO’s founders, including Plaintiffs, would commit to providing substantial funding to the DAO, and agree to lock their contributions for six years so that the project would be sufficiently secure to attract developers and donors; and (3) the DAO would not engage in conduct tantamount to the unregistered offering of securities, a concern to which I was especially sensitive given my SEC work. Plaintiffs did agree to these terms, and I ultimately left the SEC to focus on building MovementDAO.

17. On December 6, 2021, following evolving discussions on MovementDAO’s launch and governance, Mr. Breslow and I entered into a Confidential Independent Contractor Agreement

(the “IC Agreement”), under which Mr. Breslow engaged me to work exclusively on MovementDAO, and to fully develop and launch the DAO on or before January 1, 2022. A true and correct copy of the IC Agreement is attached hereto as **Exhibit 7**. That agreement terminated on January 1, 2022. The IC Agreement was intended to be a stopgap measure. After January 1, 2022, we were to come to a new agreement, or I would be directly compensated by MovementDAO after its launch.

18. After signing the IC Agreement and until the present, I devoted tremendous time and energy to building MovementDAO. I worked out of an Airbnb Mr. Breslow rented for me outside of Seattle before setting me up in a house nearby Mr. Breslow’s Miami home, and initially worked out of Mr. Breslow’s home. At Mr. Breslow’s direction, I would work in shifts of seventy-two hours, taking every fourth day off. Mr. Breslow, meanwhile, gave an interview on how his company Bolt was the first company to have a four-day work week. I was working under such pressure that Mr. Breslow expressed dissatisfaction when I took time off after the death of my younger sister to locate her teenage son. I even put off my own wedding, after Mr. Breslow agreed to cover the costs incurred regarding the original date. It was during this period that I recruited Mr. Reed, who then began working on MovementDAO.

19. On January 2, 2022, Mr. Fine, using his alias “Steve Faffle,” sent the following email to Mr. Yurchak: “Hey Reed – wanted to give you the heads up that Mr. M [(Mr. Phillips)] is due to be paid the \$1,000,000 contract bonus :) Mr. M crushed it [rocket emoji] Could you work with Mr. M. Directly on dispersing his funds?” A true and correct copy of that email is attached hereto as **Exhibit 8**. The email confirmed that I had spent many hours of coding towards MovementDAO, the major technical elements of MovementDAO were substantially completed.

20. Mr. Breslow and I did not enter into a new contractor agreement, or renew the IC Agreement, on January 1, 2022. Instead, we came to an understand that my salary would be paid by MovementDAO, in the amount of \$88,000 per month. As a well sought after blockchain and cryptocurrency engineer, I could have received a comparable compensation package in the open market.

21. The Law Office of Reed Yurchak (the “Law Firm”) provided the parties with the legal services necessary to build a large, sophisticated DAO, and contributed 100,000 DAI to MovementDAO.

22. I further advised Plaintiffs that the Law Firm engaged me as a cryptocurrency and security consultant. To that end, I created and maintained dao-lawfirm.eth (the Ethereum Name Service (ENS) the Law Firm used) on behalf of the Law Firm. The Law Firm did provide legal services regarding cryptocurrency, and was entitled significant fees for that work. Indeed, I worked out of the Law Firm’s offices when contracting with the SEC.

23. Because DAOs are relatively new entities, traditional banking services are not available to them. As such, the Law Firm allowed MovementDAO’s founders to use the Law Firm’s credit card, because MovementDAO could not obtain its own credit cards. To pay those charges, I would transfer cryptocurrency to Mr. Yurchak’s Coinbase account, sell the cryptocurrency, and transfer the sales proceeds to the linked bank account controlled by Mr. Yurchak. I also paid for services rendered to MovementDAO by the Law Firm in this same manner.

24. On January 15, 2022, the parties created the Move Gnosis, which functioned as the virtual safe and bank account for MovementDAO’s assets, consisting mainly of Ethereum and DAI cryptocurrency. While Plaintiffs chose to give me copies of their “keys” to the Gnosis, I provided Messrs. Fine and Gordon with physical copies of their own keys. Plaintiffs never formally

entrusted their keys to me in any written document. I attempted to provide Mr. Breslow with a copy of his key and suggested that Mr. Gordon, as Mr. Breslow's trustee be given a copy, but Mr. Breslow refused, stating that Movement was his "gift to the world" and that he would never need or exercise his tokens.

25. I recruited Mr. Reed to be in charge of MovementDAO's governance, which he did as soon as he joined.

26. Mr. Fine took charge of preparing the MovementDAO's GitBook, that is, an online documentation tool that set forth MovementDAO's policies, goals, and governance mechanisms. Mr. Fine had complete editorial control over the final contents of the GitBook, making clear that my role was limited to providing suggestions.

27. The GitBook's public release on February 2, 2022, marked MovementDAO's official launch as it enabled individuals to join the MovementDAO community, contribute funds, and participate in its governance. The parties intended for the GitBook to be a public-facing document that would attract developers, contributors, and community members. Much like a set of corporate bylaws, the GitBook was intended to function as Movement's initial governing document. A true and correct copy of the version of the GitBook that I have access to is attached hereto as **Exhibit 9**.

28. On February 2, 2022, in addition to publishing the GitBook, Mr. Fine encouraged his Twitter followers contribute to MovementDAO. He also instructed me to announce the launch via an email blast to an 110,000+ people mailing list curated by Mr. Breslow.

29. Many people did contribute to MovementDAO. Nine contributors outside of Plaintiffs account for over \$1.7 million in contributions, and there are many more smaller contributors.

30. Neither Plaintiffs, nor Defendants, at any point ever treated MovementDAO's February 2, 2022, launch as just a beta or soft launch, or anything other than a complete and full launch of MovementDAO.

31. Between February and August of 2022, MovementDAO's governance took place mainly on Discord. During this period, I shepherded the roll-out of online documentation and tooling relating to its treasury and issuance of NFTs so that DAOs that formed under Movement's umbrella had the resources to be legally compliant. Until approximately March 2022 (when his attention turned to other projects), Mr. Fine acted as if he was MovementDAO's de facto leader, using the alias "Steve Faffle," while also posting under the alias "mr_fine," where he pretended that he was "not a moderator or a creator." Attached hereto as **Exhibit 17** is a true and correct copy of posts Mr. Fine made on Discord under the name "mr_fine."

32. On June 13, 2022, I posted on MovementDAO's Discord that a Snapshot proposal regarding the purchasing of ETH (a widely traded cryptocurrency) would be voted on via Snapshot in accordance with the Gitbook. Attached hereto as **Exhibit 18** is a true and correct copy of various messages on the Discord. Despite the volatility of the cryptocurrency market, my farsighted decision to invest the majority of Movement's treasury in DAI (a "stablecoin" that tracked the dollar) rather than the more volatile Ethereum prevented MovementDAO from losing millions of dollars. The treasury's present value is approximately \$13,000,000—if MovementDAO had invested solely in ETH, it would be worth approximately \$4.1 million. Despite my around-the-clock efforts to build MovementDAO's technical architecture, I repeatedly told Plaintiffs that I did not want to be in charge of MovementDAO's governance, and that I wanted to be a programmer running the engineering side of MovementDAO.

33. On March 24, 2022, Mr. Fine announced that the PeaceDAO, a DAO formed by MovementDAO, and dedicated to funding projects relating to Ukrainian humanitarian aid, would be launching that day. Donations received were sent to the Law Firm to be converted to cryptocurrency. Attached hereto as **Exhibit 19** is a true and correct copy of a chat discussion of the announcement. Mr. Breslow, using the moniker “theyanking,” responded: “This is going to be EPIC!” PeaceDAO did then launch, and collected contributions and funded Ukrainian humanitarian aid efforts. PeaceDAO’s treasury automatically paid a fee (also referred to as a “tribute”) to MovementDAO for services provided. For example, PeaceDAO made payments of ETH 1.7561 on April 17, 22, and ETH 2.2477 on June 23, 2022 to MovementDAO.

34. MovementDAO enacted a series of Movement Improvement Proposals (“MIPs”), which led to MovementDAO being categorized as a Delaware unincorporated nonprofit association (MIP-0000). Mr. Yurchak obtained an EIN from the IRS for MovementDAO. MIP-0004 and MIP-0007 specifically identified the Law Firm as a Service Provider, and authorized MovementDAO to indemnify myself, Mr. Reed, and Mr. Gordon—Jon Gordon agreed to this MIP by voting for the proposal on Snapshot. MovementDAO also adopted a set of Guiding Principles, Terms of Service, and Code of Conduct through MIP-0000—which were approved by Plaintiffs. Upon their adoption, MovementDAO’s relationship with its members or contributors was governed by, *inter alia*, the GitBook, Guiding Principles, Terms of Service, and Code of Conduct (collectively, the “Governing Documents”).

35. Attached hereto as **Exhibit 10** is a true and correct copy of MIP-0000. The recorded votes on Snapshot show that Mr. Gordon voted for the proposal using the Ethereum address 0x58Ba373d9eE46ED5402a6A15fE9CcADc67dE1650, as depicted in the screenshot that follows.

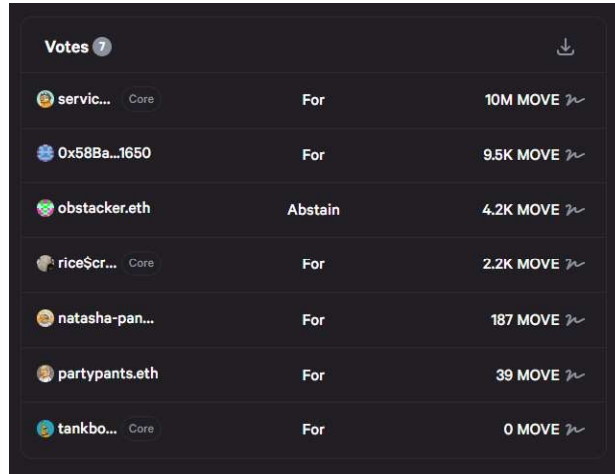
Votes 8			
	servic...	Core	For 10M MOVE
	Ox58Ba...1650		For 9.5K MOVE
	obstacker.eth		For 4.2K MOVE
	riceScr...	Core	For 2.2K MOVE
	natasha-pan...		For 187 MOVE
	pillowfightcl...		For 39 MOVE
	partypants.eth		For 39 MOVE
	tankbo...	Core	For 0 MOVE

36. The recorded votes on Snapshot for MIP-0001 show that Mr. Gordon voted for the proposal using the ENS jimmyethworld.eth, as depicted in the screenshot that follows.

Votes 17			
	jimmyethworl...		For 39 MOVE
	tankbo...	Core	For 20 MOVE
	servic...	Core	For 12 MOVE
	natasha-pan...		For 11 MOVE
	sveltdev.eth		For 10 MOVE
	bryankingsle...		For 10 MOVE
	partypants.eth		For 9 MOVE
	obstacker.eth		For 7 MOVE
	fredymonter...		For 6 MOVE
	Ox8C00...3cc3		For 6 MOVE
See more			

[continued on following page.]

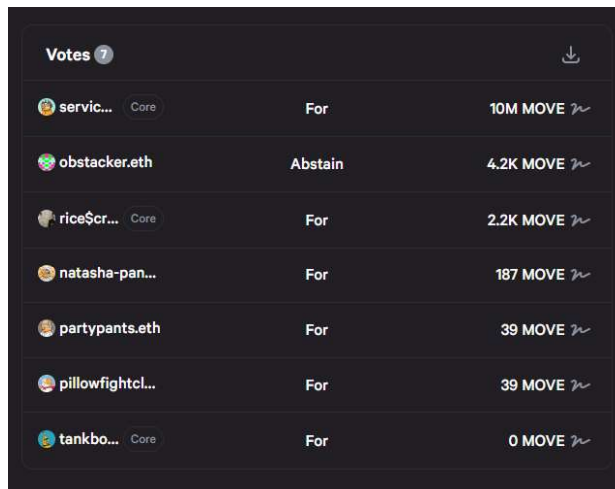
37. The recorded votes on Snapshot for MIP-0002 show that Mr. Gordon voted for the proposal using the Ethereum address 0x58Ba373d9eE46ED5402a6A15fE9CcADc67dE1650, as depicted in the screenshot that follows.



A screenshot of a Snapshot voting interface for MIP-0002. The title is 'Votes 7' with a download icon. The table lists seven voters with their avatars, names, roles, votes, and move counts.

Avatar	Name	Role	Vote	Move Count	Action
	servic...	Core	For	10M MOVE	
	0x58Ba...1650		For	9.5K MOVE	
	obstacker.eth		Abstain	4.2K MOVE	
	rice\$cr...	Core	For	2.2K MOVE	
	natasha-pan...		For	187 MOVE	
	partypants.eth		For	39 MOVE	
	tankbo...	Core	For	0 MOVE	

38. The recorded votes on Snapshot for MIP-0003 show that Mr. Gordon did not vote for or against the proposal as his ENS/Ethereum address is not in the screenshot that follows.



A screenshot of a Snapshot voting interface for MIP-0003. The title is 'Votes 7' with a download icon. The table lists seven voters with their avatars, names, roles, votes, and move counts.

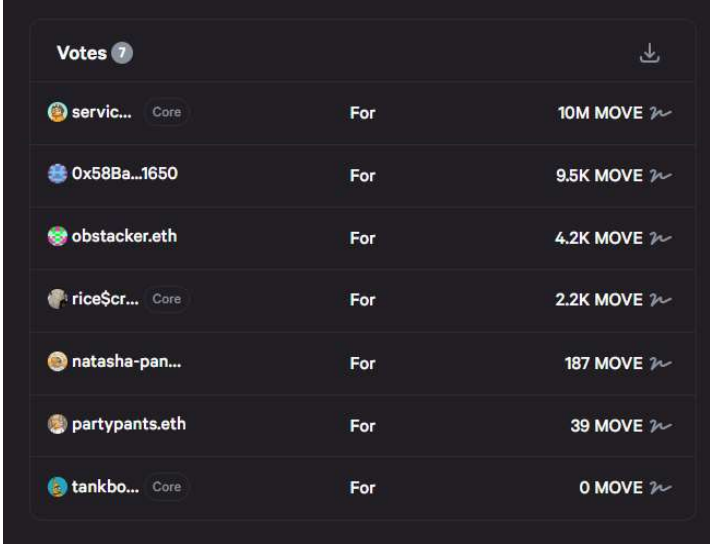
Avatar	Name	Role	Vote	Move Count	Action
	servic...	Core	For	10M MOVE	
	obstacker.eth		Abstain	4.2K MOVE	
	rice\$cr...	Core	For	2.2K MOVE	
	natasha-pan...		For	187 MOVE	
	partypants.eth		For	39 MOVE	
	pillowfightcl...		For	39 MOVE	
	tankbo...	Core	For	0 MOVE	








///

///

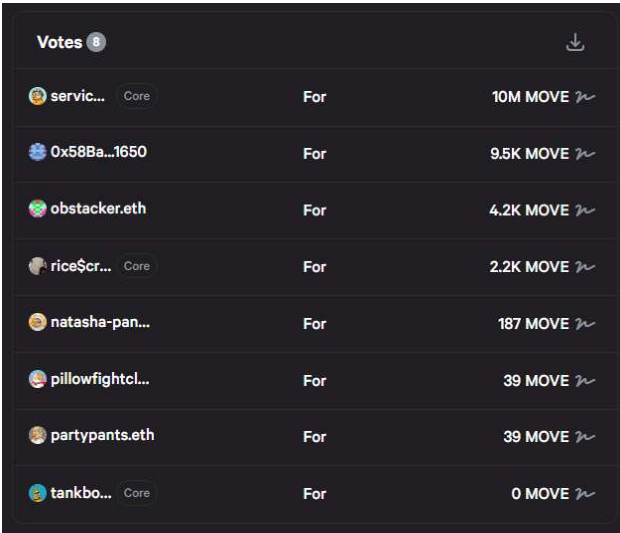
///









39. Attached hereto as **Exhibit 11** is a true and correct copy of MIP-0004. The recorded votes on Snapshot show that Mr. Gordon voted for the proposal using the Ethereum address 0x58Ba373d9eE46ED5402a6A15fE9CcADc67dE1650, as depicted in the screenshot that follows.



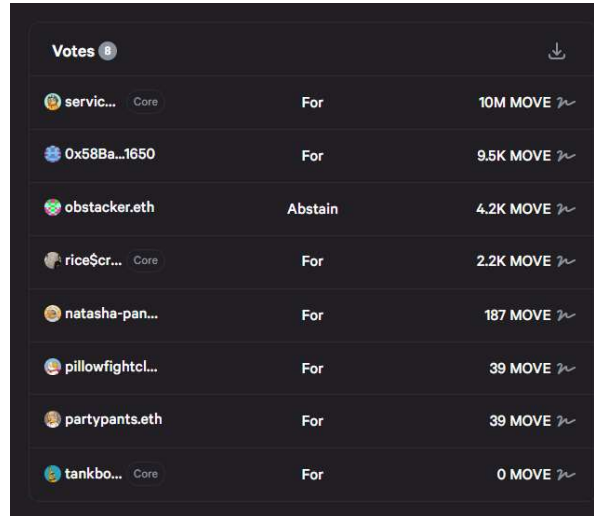
Votes 7			
 servic...	Core	For	10M MOVE
 0x58Ba...1650		For	9.5K MOVE
 obstacker.eth		For	4.2K MOVE
 rice\$cr...	Core	For	2.2K MOVE
 natasha-pan...		For	187 MOVE
 partypants.eth		For	39 MOVE
 tankbo...	Core	For	0 MOVE

40. The recorded votes on Snapshot for MIP-0005 show that Mr. Gordon voted for the proposal using the Ethereum address 0x58Ba373d9eE46ED5402a6A15fE9CcADc67dE1650, as depicted in the screenshot that follows.



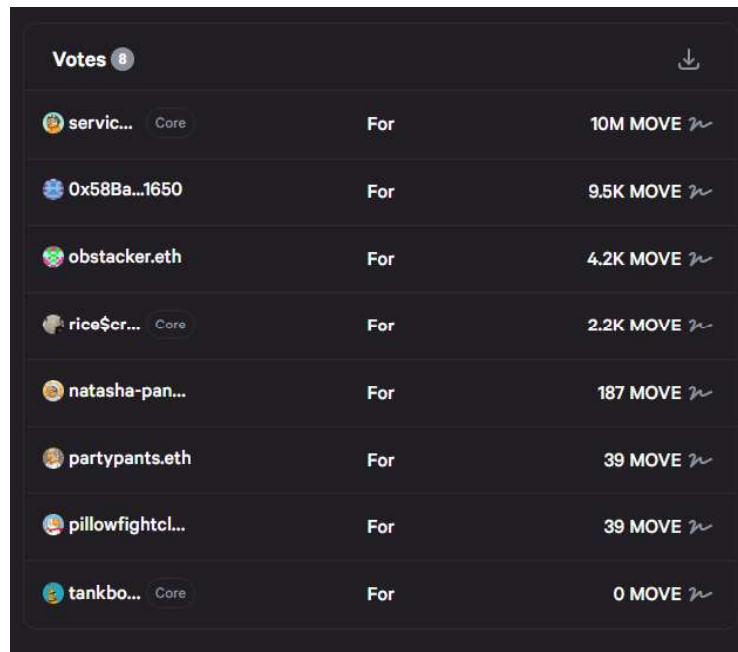
Votes 8			
 servic...	Core	For	10M MOVE
 0x58Ba...1650		For	9.5K MOVE
 obstacker.eth		For	4.2K MOVE
 rice\$cr...	Core	For	2.2K MOVE
 natasha-pan...		For	187 MOVE
 pillowfightcl...		For	39 MOVE
 partypants.eth		For	39 MOVE
 tankbo...	Core	For	0 MOVE

41. The recorded votes on Snapshot for MIP-0006 show that Mr. Gordon voted for the proposal using the Ethereum address 0x58Ba373d9eE46ED5402a6A15fE9CcADc67dE1650, as depicted in the screenshot that follows.



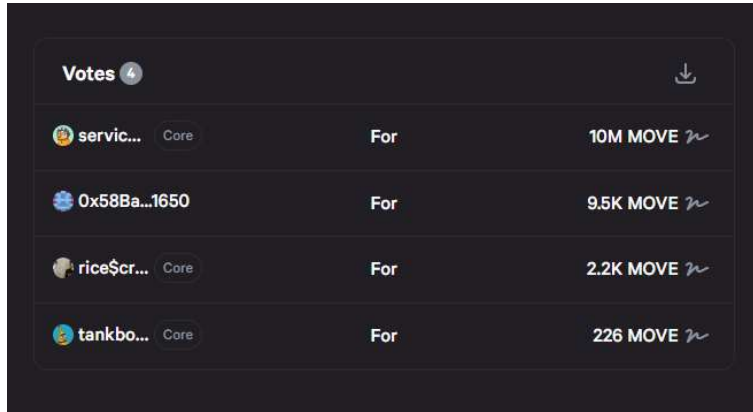
Votes 8		
servic... Core	For	10M MOVE
0x58Ba...1650	For	9.5K MOVE
obstacker.eth	Abstain	4.2K MOVE
rice\$cr... Core	For	2.2K MOVE
natasha-pan...	For	187 MOVE
pillowfightcl...	For	39 MOVE
partypants.eth	For	39 MOVE
tankbo... Core	For	0 MOVE





42. Attached hereto as **Exhibit 12** is a true and correct copy of MIP-0007. The recorded votes on Snapshot show that Mr. Gordon voted for the proposal using the Ethereum address 0x58Ba373d9eE46ED5402a6A15fE9CcADc67dE1650, as depicted in the screenshot that follows.



Votes 8		
servic... Core	For	10M MOVE
0x58Ba...1650	For	9.5K MOVE
obstacker.eth	For	4.2K MOVE
rice\$cr... Core	For	2.2K MOVE
natasha-pan...	For	187 MOVE
partypants.eth	For	39 MOVE
pillowfightcl...	For	39 MOVE
tankbo... Core	For	0 MOVE

43. The recorded votes on Snapshot for MIP-0008 show that Mr. Gordon voted for the proposal using the Ethereum address 0x58Ba373d9eE46ED5402a6A15fE9CcADc67dE1650, as depicted in the screenshot that follows.



Votes 4			
	servic... Core	For	10M MOVE <i>u</i>
	0x58Ba...1650	For	9.5K MOVE <i>u</i>
	rice\$cr... Core	For	2.2K MOVE <i>u</i>
	tankbo... Core	For	226 MOVE <i>u</i>

44. In August 2022, MovementDAO also adopted a set of Guiding Principles, Terms of Service, and Code of Conduct through MIPs—which were approved by Plaintiffs.

45. Attached hereto as **Exhibit 13** is a true and correct copy of the Guiding Principles.

46. Attached hereto as **Exhibit 14** is a true and correct copy of the Terms of Service.

47. Attached hereto as **Exhibit 15** is a true and correct copy of the Code of Conduct.

48. Mr. Yurchak obtained an EIN from the IRS for MovementDAO. Attached hereto as **Exhibit 16** is a true and correct copy of IRS Form SS-4, assigning an EIN to MovementDAO.

49. On August 24, 2022, I asked Mr. Fine if he “s[aw] the recent [MIPs] proposals,” told Mr. Fine to read them, and explained that he was “proposing a path to be clearly legal while using the benefits of tokens.” Attached hereto as **Exhibit 20** is a true and correct copy of the chat exchange between Mr. Phillips and Mr. Fine.

50. When a later proposal, MIP-0011, indicated that Mr. Gordon had approved it, I understood that that approval was based on Mr. Gordon’s approval of MIP-0004, which contained consistent provisions regarding the appointment and indemnification of the Service Provider.

51. On August 27, 2022, shortly before going “off the grid for a week” for the Burning Man festival, Mr. Breslow wrote to me: “Thanks for the epic weeks. Things haven’t been easy but we’re moving in the right direction. So much gratitude for everything you both do.” Attached hereto as **Exhibit 21** is a true and correct copy of the chat exchange between Mr. Breslow and I.

52. On August 30, 2022, the first sign of Plaintiffs’ intention to “rug” the community emerged. (A “rug” or “rug pull” is a common exit scam in the crypto space where a development team suddenly abandons a project and absconds with investors’ funds.) Mr. Breslow, began for the first time, seeking constant updates on the treasury balance in the Gnosis and the development expense budget.

53. I prepared a budget for MovementDAO on September 11, 2022, which contains an instructive snapshot of the organization at that time. A true and correct copy of the budget, converted from Excel into PDF, is attached hereto as **Exhibit 22**. Recognizing that MovementDAO was spending far too much on non-development functions that were not benefitting Movement, I proposed cutting \$57,500 of Movement’s \$360,500 monthly budget, which included cuts to various business development expenses such as community and marketing. I transmitted this budget and related documents to Messrs. Breslow and Gordon in an email dated September 11, 2021, in which he provided written answers to questions Mr. Breslow had asked him. A true and correct copy of the email is attached hereto as **Exhibit 23**.

54. In September 2022, following a decline in the cryptocurrency markets, I learned from Mr. Breslow that Mr. Fine wanted 20% of Mr. Breslow’s contributions and a \$1 million redemption.

55. On September 15, 2022, Mr. Fine communicated to Messrs. Breslow and Gordon and me that he wanted to redeem his entire contribution.

56. A redemption by a founding contributor would violate the fundamental terms governing MovementDAO as set forth in the GitBook, as well as assurances Plaintiffs made to me, so I responded to this news by writing a memorandum to Breslow, which was dated October 2, 2022, a true and correct copy of which is attached hereto as **Exhibit 24**, in addition to advising Mr. Reed, as MovementDAO's Authorized Member, of my concerns the day prior.

57. When Mr. Fine continued pressing Mr. Breslow for a premature redemption, I wrote and transmitted to Mr. Breslow a second memorandum, a true and correct copy of which is attached hereto as **Exhibit 25**.

58. Despite my memoranda, Mr. Fine and then Mr. Breslow himself continued to press me regarding a redemption of their contributions to MovementDAO. I believe that the decline in the cryptocurrency markets and the value of Bolt in the recent technology equity sell-offs had caused significant liquidity problems for both Messrs. Fine and Breslow, and that Mr. Breslow even had to sell his house in Miami for liquidity. I believe Mr. Breslow's liquidity crisis was also induced by a lavish trip to Europe Mr. Breslow took with an entourage, in which Mr. Breslow accrued \$8 million in expenses, for which Mr. Gordon informed me that Mr. Breslow was seeking reimbursement from his Bolt, the online payments company he founded.

59. In conversations between October and December of 2022, I continued to insist that Messrs. Breslow and Fine could not redeem their contributions to MovementDAO as the GitBook prohibited the same, and the developers and contributors relied on the representations in the GitBook.

60. On December 27, 2022, I wrote a memorandum to Mr. Breslow describing their discussions regarding the issue of early redemptions, a true and correct copy of which is attached hereto as **Exhibit 26**.

61. On December 28, 2022, Mr. Reed and I communicated our fears with the community in a discussion on the Discord, a true and correct copy of which is attached hereto as **Exhibit 27**.

62. Mr. Breslow, presumably unhappy with my unwillingness to allow him to violate MovementDAO's governing documents, wrote the following in an email to me (with Messrs. Fine and Gordon copied) on December 30, 2023: "Effective immediately, Alex Jon and I vote to stop all spend out of the Move treasury. We are happy to approve payment of your and Jon Gordon's salaries through January 31st. We will also consider any bare minimum necessary legal spend for the month of January." A true and correct copy of the email is attached hereto as **Exhibit 28**.

63. When Mr. Yurchak learned of the recent conflict between the parties, he caused the Law Firm to resign as counsel and a MovementDAO Service Provider. He then apparently disclaimed fees he was due pursuant to the agreements referenced above when contacted by Plaintiffs about this Action. This was after MovementDAO approved payment for services owed to the Law Firm.

64. Since Mr. Yurchak resigned as counsel to MovementDAO, I retired the dao-lawfirm.eth ENS, and modified the dao-lawfirm.xyz website, to no longer associate the domain with Mr. Yurchak. However, I did previously operate the ENS and domain on behalf of the Law Firm.

65. Prior to the recent dispute, Plaintiffs have never 1) challenged my and Mr. Reed's management of MovementDAO's treasury; 2) challenged MovementDAO utilization of the Law Firm; or 3) expressed any sentiment that MovementDAO was not a legal, separately operating entity.

66. I believed MovementDAO needed the advice of counsel to navigate the competing pressures on me. As Mr. Yurchak resigned, I sought approval from the community to hire new counsel, as well as to transfer 50,000 DAI to MovementDAO's development wallet for the payment of MovementDAO's expenses.

67. On February 2, 2023, 1,058,000 DAI was transferred from the Movement Gnosis to me for deferred developer payouts under MIP-0018, reimbursement of outstanding operational expenses under MIP-0017, an indemnification advance under MIP-0017 and a four-month salary advance for me, Evita Stenqvist/cookieslayer.eth, and Mikhail Radin/disintermediated.eth under MIP-0020. *Id.* I converted these funds to fiat money and used \$528,000 for developer payroll, i.e., a four-month advance to developers along with payment of December 2022 and January 2023 salaries; \$500,000 as an advance for indemnification for myself; and \$30,000 toward deferred developer payments. MovementDAO and DAOLabs LLC's developers were understandably hesitant to continue working for MovementDAO when they hadn't been paid for a couple months, and Mr. Breslow was threatening MovementDAO. A prepayment for services was necessary to keep these developers engaged.

68. I understand that Mr. Breslow utilized Mr. Gordon as a fiduciary for Mr. Breslow's family office investments.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 17, 2023

DocuSigned by:

18C8B6E5A594474...
Mark Phillips

EXHIBIT 1

INFOTREND INCORPORATED
8013 HIGH CASTLE ROAD
ELLICOTT CITY MD 21043

MARK PHILLIPS

Form W-2 Wage and Tax Statement 2021

Copy C, for employee's records

d Control number 0940-14120753 000000067 -		Void	c Employer's name, address, and ZIP code		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008		
b Employer identification number (EIN) 90-0077938		a Employee's social security number		INFOTREND INCORPORATED 8013 HIGH CASTLE ROAD ELLICOTT CITY MD 21043		1 Wages, tips, other compensation 85671.27	2 Federal income tax withheld 17677.11
13 Statutory employee	Retirement plan	Third-party sick pay			3 Social security wages 85671.27	4 Social security tax withheld 5311.62	
12 See instructions for box 12 W 1200.00		14 Other		e Employee's name, address, and ZIP code MARK PHILLIPS		5 Medicare wages and tips 85671.27	6 Medicare tax withheld 1242.23
						7 Social Security Tips	8 Allocated Tips
						10 Dependent care benefits	11 Nonqualified plans
15 State MD	Employer's state ID number 11235363		16 State wages, tips, etc. 85671.27	17 State income tax 6844.20	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Form W-2 Wage and Tax Statement 2021

Copy B, to be filed with employee's FEDERAL tax return

d Control number 0940-14120753 000000067 -		Void	c Employer's name, address, and ZIP code		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008		
b Employer identification number (EIN) 90-0077938		a Employee's social security number		INFOTREND INCORPORATED 8013 HIGH CASTLE ROAD ELLICOTT CITY MD 21043		1 Wages, tips, other compensation 85671.27	2 Federal income tax withheld 17677.11
13 Statutory employee	Retirement plan	Third-party sick pay			3 Social security wages 85671.27	4 Social security tax withheld 5311.62	
12 See instructions for box 12 W 1200.00		14 Other		e Employee's name, address, and ZIP code MARK PHILLIPS		5 Medicare wages and tips 85671.27	6 Medicare tax withheld 1242.23
						7 Social Security Tips	8 Allocated Tips
						10 Dependent care benefits	11 Nonqualified plans
15 State MD	Employer's state ID number 11235363		16 State wages, tips, etc. 85671.27	17 State income tax 6844.20	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Form W-2 Wage and Tax Statement 2021

Copy 2, to be filed with employee's tax return for MD

d Control number 0940-14120753 000000067 -		Void	c Employer's name, address, and ZIP code		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008		
b Employer identification number (EIN) 90-0077938		a Employee's social security number		INFOTREND INCORPORATED 8013 HIGH CASTLE ROAD ELLICOTT CITY MD 21043		1 Wages, tips, other compensation 85671.27	2 Federal income tax withheld 17677.11
13 Statutory employee	Retirement plan	Third-party sick pay			3 Social security wages 85671.27	4 Social security tax withheld 5311.62	
12 See instructions for box 12 W 1200.00		14 Other		e Employee's name, address, and ZIP code MARK PHILLIPS		5 Medicare wages and tips 85671.27	6 Medicare tax withheld 1242.23
						7 Social Security Tips	8 Allocated Tips
						10 Dependent care benefits	11 Nonqualified plans
15 State MD	Employer's state ID number 11235363		16 State wages, tips, etc. 85671.27	17 State income tax 6844.20	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Form W-2 Wage and Tax Statement 2021

d Control number		Void X	c Employer's name, address, and ZIP code		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008		
b Employer identification number (EIN)		a Employee's social security number				1 Wages, tips, other compensation	2 Federal income tax withheld
13 Statutory employee	Retirement plan	Third-party sick pay			3 Social security wages	4 Social security tax withheld	
12 See instructions for box 12		14 Other		e Employee's name, address, and ZIP code		5 Medicare wages and tips	6 Medicare tax withheld
						7 Social Security Tips	8 Allocated Tips
						10 Dependent care benefits	11 Nonqualified plans
15 State	Employer's state ID number		16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Do you have to file? Refer to the Instructions for Forms 1040 and 1040-SR to determine if you are required to file a tax return. Even if you don't have to file a tax return, you may be eligible for a refund if box 2 shows an amount or if you are eligible for any credit.

Earned income credit (EIC). You may be able to take the EIC for 2021 if your adjusted gross income (AGI) is less than a certain amount. The amount of the credit is based on income and family size. Workers without children could qualify for a smaller credit. You and any qualifying children must have valid social security numbers (SSNs). You can't take the EIC if your investment income is more than the specified amount for 2021 or if income is earned for services provided while you were an inmate at a penal institution. For 2021 income limits and more information, visit www.irs.gov/EITC. See also Pub. 596, Earned Income Credit. **Any EIC that is more than your tax liability is refunded to you, but only if you file a tax return.**

Employee's social security number (SSN). For your protection, this form may show only the last four digits of your SSN. However, your employer has reported your complete SSN to the IRS and SSA.

Clergy and religious workers. If you aren't subject to social security and Medicare taxes, see Pub. 517, Social Security and Other Information for Members of the Clergy and Religious Workers.

Corrections. If your name, SSN, or address is incorrect, correct Copies B, C, and 2 and ask your employer to correct your employment record. Be sure to ask the employer to file Form W-2c, Corrected Wage and Tax Statement, with the Social Security Administration (SSA) to correct any name, SSN, or money amount error reported to the SSA on Form W-2. Be sure to get your copies of Form W-2c from your employer for all corrections made so you may file them with your tax return. If your name and SSN are correct but aren't the same as shown on your social security card, you should ask for a new card that displays your correct name at any SSA office or by calling 800-772-1213. You may also visit the SSA website at www.SSA.gov.

Cost of employer-sponsored health coverage (if such cost is provided by the employer). The reporting in box 12, using code DD, of the cost of employer-sponsored health coverage is for your information only. **The amount reported with code DD is not taxable.**

Credit for excess taxes. If you had more than one employer in 2021 and more than \$8,853.60 in social security and/or Tier 1 railroad retirement (RRTA) taxes were withheld, you may be able to claim a credit for the excess against your federal income tax. If you had more than one railroad employer and more than \$5,203.80 in Tier 2 RRTA tax was withheld, you may also be able to claim a credit. See the Instructions for Forms 1040 and 1040-SR and Pub. 505, Tax Withholding and Estimated Tax.

Instructions for Employee

Box 1. Enter this amount on the wages line of your tax return.

Box 2. Enter this amount on the federal income tax withheld line of your tax return.

Box 5. You may be required to report this amount on Form 8959, Additional Medicare Tax. See the Instructions for Forms 1040 and 1040-SR to determine if you are required to complete Form 8959.

Box 6. This amount includes the 1.45% Medicare Tax withheld on all Medicare wages and tips shown in box 5, as well as the 0.9% Additional Medicare Tax on any of those Medicare wages and tips above \$200,000.

Box 8. This amount is **not** included in box 1, 3, 5, or 7. For information on how to report tips on your tax return, see the Instructions for Forms 1040 and 1040-SR.

You must file Form 4137, Social Security and Medicare Tax on Unreported Tip Income, with your income tax return to report at least the allocated tip amount unless you can prove with adequate records that you received a smaller amount. If you have records that show the actual amount of tips you received, report that amount even if it is more or less than the allocated tips. Use Form 4137 to figure the social security and Medicare tax owed on tips you didn't report to your employer. Enter this amount on the wages line of your tax return. By filing Form 4137, your social security tips will be credited to your social security record (used to figure your benefits).

Box 10. This amount includes the total dependent care benefits that your employer paid to you or incurred on your behalf (including amounts from a section 125 (cafeteria) plan). Any amount over your employer's plan limit is also included in box 1. See Form 2441.

Box 11. This amount is (a) reported in box 1 if it is a distribution made to you from a nonqualified deferred compensation or nongovernmental section 457(b) plan, or (b) included in box 3 and/or box 5 if it is a prior year deferral under a nonqualified or section 457(b) plan that became taxable for social security and Medicare taxes this year because there is no longer a substantial risk of forfeiture of your right to the deferred amount. This box shouldn't be used if you had a deferral and a distribution in the same calendar year. If you made a deferral and received a distribution in the same calendar year, and you are or will be age 62 by the end of the calendar year, your employer should file Form SSA-131, Employer Report of Special Wage Payments, with the Social Security Administration and give you a copy.

Box 12. The following list explains the codes shown in box 12. You may need this information to complete your tax return. Elective deferrals (codes D, E, F, and S) and designated Roth contributions (codes AA, BB, and EE) under all plans are generally limited to a total of \$19,500 (\$13,500 if you only have SIMPLE plans; \$22,500 for section 403(b) plans if you qualify for the 15-year rule explained in Pub. 571). Deferrals under code G are limited to \$19,500. Deferrals under code H are limited to \$7,000.

However, if you were at least age 50 in 2021, your employer may have allowed an additional deferral of up to \$6,500 (\$3,000 for section 401(k)(11) and 408(p) SIMPLE plans). This additional deferral amount is not subject to the overall limit on elective deferrals. For code G, the limit on elective deferrals may be higher for the last 3 years before you reach retirement age. Contact your plan administrator for more information. Amounts in excess of the overall elective deferral limit must be included in income. See the Instructions for Forms 1040 and 1040-SR.

Note: If a year follows code D through H, S, Y, AA, BB, or EE, you made a make-up pension contribution for a prior year(s) when you were in military service. To figure whether you made excess deferrals, consider these amounts for the year shown, not the current year. If no year is shown, the contributions are for the current year.

A—Uncollected social security or RRTA tax on tips. Include this tax on Form 1040 or 1040-SR. See the Instructions for Forms 1040 and 1040-SR.

B—Uncollected Medicare tax on tips. Include this tax on Form 1040 or 1040-SR. See the Instructions for Forms 1040 and 1040-SR.

C—Taxable cost of group-term life insurance over \$50,000 (included in boxes 1, 3 (up to the social security wage base), and 5)

D—Elective deferrals to a section 401(k) cash or deferred arrangement. Also includes deferrals under a SIMPLE retirement account that is part of a section 401(k) arrangement.

E—Elective deferrals under a section 403(b) salary reduction agreement

F—Elective deferrals under a section 408(k)(6) salary reduction SEP

G—Elective deferrals and employer contributions (including nonelective deferrals) to a section 457(b) deferred compensation plan

H—Elective deferrals to a section 501(c)(18)(D) tax-exempt organization plan. See the Instructions for Forms 1040 and 1040-SR for how to deduct.

J—Nontaxable sick pay (information only, not included in box 1, 3, or 5)

K—20% excise tax on excess golden parachute payments. See the Instructions for Forms 1040 and 1040-SR.

L—Substantiated employee business expense reimbursements (nontaxable)

M—Uncollected social security or RRTA tax on taxable cost of group-term life insurance over \$50,000 (former employees only). See the Instructions for Forms 1040 and 1040-SR.

N—Uncollected Medicare tax on taxable cost of group-term life insurance over \$50,000 (former employees only). See the Instructions for Forms 1040 and 1040-SR.

P—Excludable moving expense reimbursements paid directly to a member of the U.S. Armed Forces (not included in box 1, 3, or 5)

Q—Nontaxable combat pay. See the Instructions for Forms 1040 and 1040-SR for details on reporting this amount.

R—Employer contributions to your Archer MSA. Report on Form 8853, Archer MSAs and Long-Term Care Insurance Contracts.

S—Employee salary reduction contributions under a section 408(p) SIMPLE plan (not included in box 1)

T—Adoption benefits (not included in box 1). Complete Form 8839, Qualified Adoption Expenses, to figure any taxable and nontaxable amounts.

V—Income from exercise of nonstatutory stock option(s) (included in boxes 1, 3 (up to the social security wage base), and 5). See Pub. 525, Taxable and Nontaxable Income, for reporting requirements.

W—Employer contributions (including amounts the employee elected to contribute using a section 125 (cafeteria) plan) to your health savings account. Report on Form 8889, Health Savings Accounts (HSAs).

Y—Deferrals under a section 409A nonqualified deferred compensation plan

Z—Income under a nonqualified deferred compensation plan that fails to satisfy section 409A. This amount is also included in box 1. It is subject to an additional 20% tax plus interest. See the Instructions for Forms 1040 and 1040-SR.

AA—Designated Roth contributions under a section 401(k) plan

BB—Designated Roth contributions under a section 403(b) plan

DD—Cost of employer-sponsored health coverage. The amount reported with code DD is not taxable.

EE—Designated Roth contributions under a governmental section 457(b) plan. This amount does not apply to contributions under a taxexempt organization section 457(b) plan.

FF—Permitted benefits under a qualified small employer health reimbursement arrangement

GG—Income from qualified equity grants under section 83(i)

HH—Aggregate deferrals under section 83(i) elections as of the close of the calendar year

Box 13. If the "Retirement plan" box is checked, special limits may apply to the amount of traditional IRA contributions you may deduct. See Pub. 590-A, Contributions to Individual Retirement Arrangements (IRAs).

Box 14. Employers may use this box to report information such as state disability insurance taxes withheld, union dues, uniform payments, health insurance premiums deducted, nontaxable income, educational assistance payments, or a member of the clergy's parsonage allowance and utilities. Railroad employers use this box to report railroad retirement (RRTA) compensation, Tier 1 tax, Tier 2 tax, Medicare tax, and Additional Medicare Tax. Include tips reported by the employee to the employer in railroad retirement (RRTA) compensation. Note: Keep Copy C of Form W-2 for at least 3 years after the due date for filing your income tax return. However, to help protect your social security benefits, keep Copy C until you begin receiving social security benefits, just in case there is a question about your work record and/or earnings in a particular year.

EXHIBIT 2

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS 270				1. REQUISITION NUMBER		PAGE OF 1 54	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO.		3. AWARD EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 50310220R0037	
						6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MELODY BRYANT		b. TELEPHONE NUMBER (No collect calls) 202-551-2166		8. OFFER DUE DATE/LOCAL TIME 08/27/2020 1000 ES	
9. ISSUED BY		CODE SEC-OA - 04		10. THIS ACQUISITION IS		UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR:	
SECURITIES AND EXCHANGE COMMISSION OFFICE OF ACQUISITIONS IT - 02 SUPPORT BRANCH 100 F STREET NE MAIL STOP 4226 WASHINGTON DC 20549				SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB NAICS: 541512 SIZE STANDARD: S30.0	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION RFQ IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO		CODE SEC - CIT		16. ADMINISTERED BY		CODE SEC-OA - 04	
SECURITIES AND EXCHANGE COMMISSION OFFICE OF INFORMATION TECHNOLOGY 100 F ST NE ATTN ASSET MANAGEMENT WASHINGTON DC 20549-2000				SECURITIES AND EXCHANGE COMMISSION OFFICE OF ACQUISITIONS IT - 02 SUPPORT BRANCH 100 F STREET NE MAIL STOP 4226 WASHINGTON DC 20549			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
TELEPHONE NO.							
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK 18a IS CHECKED SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	This solicitation is issued for a service that provides an enterprise repository for blockchain and digital asset market data. BASE PERIOD The Contractor shall provide blockchain and digital asset data support in accordance with the Performance Work Statement. Anticipated Award Type: Labor-hour Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
X 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				MELODY P. BRYANT			

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00002	Period of Performance: 10/01/2020 to 09/30/2021 BASE PERIOD Enterprise-wide subscription for Ingest, Blockchain Data, Digital Asset Market Data and Digital Asset Market Intelligence in accordance with the attached Requirements Lists Anticipated Award Type: Firm-fixed-price Period of Performance: 10/01/2020 to 09/30/2021				
00003	BASE PERIOD (OPTIONAL DATA TASK) The Contractor shall provide data and set-up in accordance with the Performance Work Statement The government reserves the right to exercise this CLIN multiple times. Anticipated Award Type: Firm-fixed-price Period of Performance: 10/01/2020 to 09/30/2021				
10001	OPTION PERIOD 1 The Contractor shall provide blockchain and digital asset data support in accordance with the Performance Work Statement Anticipated Award Type: Labor-hour (Option Line Item) Period of Performance: 10/01/2021 to 09/30/2022 Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED

INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			COMPLETE PARTIAL FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

50310220R0037

PAGE

OF

3

54

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
10002	OPTION PERIOD 1 Enterprise-wide subscription for Ingest, Blockchain Data, Digital Asset Market Data and Digital Asset Market Intelligence in accordance with the attached Requirements Lists Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 10/01/2021 to 09/30/2022				
10003	OPTION PERIOD 1 (OPTIONAL TASK) The Contractor shall provide data and set-up in accordance with the Performance Work Statement The government reserves the right to exercise this CLIN multiple times. Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 10/01/2021 to 09/30/2022				
20001	OPTION PERIOD 2 The Contractor shall provide blockchain and digital asset data support in accordance with the Performance Work Statement Anticipated Award Type: Labor-hour (Option Line Item) Period of Performance: 10/01/2022 to 09/30/2023				
20002	OPTION PERIOD 2 Enterprise-wide subscription for Ingest, Blockchain Data, Digital Asset Market Data and Digital Asset Market Intelligence in accordance with the attached Requirements Lists Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 10/01/2022 to 09/30/2023				
20003	OPTION PERIOD 2 (OPTIONAL TASK) The Contractor shall provide data and set-up in accordance with the Performance Work Statement The government reserves the right to exercise this CLIN multiple times. Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

50310220R0037

PAGE NO.

4

54

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 10/01/2022 to 09/30/2023				
30001	OPTION PERIOD 3 The Contractor shall provide blockchain and digital asset data support in accordance with the Performance Work Statement Anticipated Award Type: Labor-hour (Option Line Item) Period of Performance: 10/01/2023 to 09/30/2024				
30002	OPTION PERIOD 3 Enterprise-wide subscription for Ingest, Blockchain Data, Digital Asset Market Data and Digital Asset Market Intelligence in accordance with the attached Requirements Lists Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 10/01/2023 to 09/30/2024				
30003	OPTION PERIOD 3 (OPTIONAL TASK) The Contractor shall provide data and set-up in accordance with the Performance Work Statement. The government reserves the right to exercise this CLIN multiple times. Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 10/01/2023 to 09/30/2024				
40001	OPTION PERIOD 4 The Contractor shall provide blockchain and digital asset data support in accordance with the Performance Work Statement Anticipated Award Type: Labor-hour (Option Line Item) Period of Performance: 10/01/2024 to 09/30/2025				
40002	OPTION PERIOD 4 Enterprise-wide subscription for Ingest, Blockchain Data, Digital Asset Market Data and Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

50310220R0037

PAGE OF

5

54

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Digital Asset Market Intelligence in accordance with the attached Requirements Lists Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 10/01/2024 to 09/30/2025				
40003	OPTION PERIOD 4 (OPTIONAL TASK) The Contractor shall provide data and set-up in accordance with the Performance Work Statement The government reserves the right to exercise this CLIN multiple times. Anticipated Award Type: Firm-fixed-price (Option Line Item) Period of Performance: 10/01/2024 to 09/30/2025				

Executive Summary

Request for Proposal (RFP): The SEC requests a written proposal in response to the Performance Work Statement (PWS) and Requirements Lists. Any exceptions, deviations or conditional assumptions to the requirements of this RFP must be clearly stated and explained.

1. Project Title and Scope: Blockchain and Digital Asset Support. Provide an enterprise repository for blockchain and digital asset market data.

2. RFP Point of Contact: Melody P. Bryant; 2020-551-2166; bryantm@sec.gov

3. Anticipated Contract Type: The SEC anticipates issuing a contract with Labor-Hour (LH) and Firm Fixed Price Contract Line Item Numbers (CLIN). The government reserves the right to transition LII CLINs to FFP CLINs in the future.

4. Period of Performance (POP): 12-month base period with four (4) 12-month option periods

5. Question Deadline: All questions regarding this RFP shall be submitted via email to the SEC POC listed above by no later than August 24, 2020/5:00PM ET.

6. RFP Deadline: RFP submission shall be submitted via email to the SEC POC listed above by no later than August 27, 2020/10:00AM ET.

7. All contract personnel must be US Citizens. The includes all key and non-key personnel. No exceptions.

8. The SEC is requesting Technical and Price Proposals for this RFP.

Evaluation:

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factor shall be used to evaluate the offer:

- Key Personnel Resumes. Each resume shall be limited to three (3) pages. The resume shall include experience with month and year. Key Personnel resumes shall include relevant experience, skills, and training to successfully implement the Offeror's approach to perform the requirement.

- Offeror shall submit product offering proposal/brochure that demonstrates their technical ability to meet all the requirements outlined in the Requirements Lists. Limited to 10 pages for each of four scope areas (ingest; blockchain data, digital asset market data; and market intelligence).

- Offeror shall submit data schema, complete data dictionary and sample data files (including written content and underlying data) for all data-provision requirements.

- Sample data file shall be searchable MS Excel format (no page limit)

It is anticipated that the Contractor's existing data documentation will meet the needs of the SEC. However, in the case that the documentation is insufficient, the contractor must provide additional information to demonstrate how the product offering meets the requirements in the Requirements Lists. If needed, the offeror shall provide a gratuitous product demonstration to provide a demonstration of the product's ability to meet the requirements in the Requirements List. The product demonstration would cover the three data provision areas blockchain, digital asset market data, and market intelligence, as well as ingest (tentative, if needed to address additional questions). The product demonstration will be done via WebEx and is tentatively scheduled for the days following the RFP due date.

(i) Item/Service offered to meet the Government requirement;

(ii) Price;

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

Key Personnel

The following labor categories are Key Personnel:

Project Manager

The Project Manager shall provide project management coordination, oversight, planning, and administration of major task area projects to ensure they are completed on time and within budget at the appropriate quality and performance measures. This role will work with the government Project Manager to ensure that all task requirements and requests are addressed in a timely manner and to address any issues that may arise. This role will prepare and deliver technical presentations to the government, including for SDF (SDLC) governance meetings. This role will work closely with and coordinate with other members of the project team to ensure task and sub-tasks are being addressed within cost and schedule constraints. The Project Manager shall be responsible for overseeing all Task Orders, including providing overall program management support. The Project Manager role's responsibilities and requirements include the following:

- Responsibilities:
 - Ensuring that project activities and deliverables are accomplished on time and within the scope of the Task Order;
 - Monitoring and tracking the availability of funds for authorized work and projects;
 - Ensuring all meetings are attended by the appropriate staff;
 - Resolving task order level management and programmatic issues;
 - Monitoring and ensuring Task Order performance is within budget and schedule;
 - Reviewing all reports for accuracy and performing trends and performance analysis;
 - Monitoring and tracking appropriate approval procedures for the authorization of other direct costs (ODC) items;
 - Performing quality control and implementing quality control measures; and
 - Facilitating/maintaining effective interaction and coordination between SEC project leads and Contractor staff.
- Requirements:
 - Minimum Education: Bachelor's degree or equivalent professional experience in Information Systems, Business, Finance or related technical or functional discipline.
 - Minimum Experience: At least five (5) years of relevant experience managing software development projects. PMP certification required. At least three (3) years of experience interfacing and presenting to senior executives.

Senior Architect

The blockchain data architect is responsible for working cross-functionally to ensure the successful delivery of solutions for the blockchain data implementation in the SEC's Enterprise Data Warehouse. The blockchain data architect will work the customer and key OIT contacts to define and document the blockchain data implementation. This will include a high degree of interaction with business and operations units to understand the functional needs of the users of the system as well as the various technology teams, both within and outside of OIT, which are responsible for integration points with the solutions.

Responsibilities:

- Serve as primary liaison to OIT, for the blockchain technology architecture aspects of the project;
- Create and maintain reference architectures, target architectures, roadmaps and reference implementations;
- Maintain the repository of system interactions in diagram and narrative form;
- Analyze Business requirements to understand the business needs and to determine how the system can best be architected to fulfill those needs; and
- Develop and maintain architecture diagrams and requirements that fully capture the overall systems landscape.

Requirements:

- Bachelor's degree in computer science, engineering or related science degree.
- 7+ years of information systems experience required, with a preference 3+ years of blockchain experience.
- Knowledge of and experience with public and private blockchain architecture, tools and methodologies.

Senior Developer

The blockchain data analysis is responsible for working with the SEC data scientists in OCIE and other divisions and offices to support in the development of programs written in R or Python to parse and understand patterns or events in the blockchain to further the mission of the SEC to protect investors and maintain fair, orderly, and efficient markets. The blockchain data analysis will work with the architect to support the design and structure of the databases within the EDW to facilitate the ease of use for the office and division data scientists. This will include a high degree of interaction with business and operations units to understand the functional needs of the users of the system as well as the various technology teams, both within and outside of OIT, which are responsible for integration points with the solutions.

Responsibilities:

- Primary data analysis for the blockchain technology development;
- Create and maintain reference scripts and programs to be used within the SEC as the building blocks for other scripts and analytics;
- Maintain all code documented in Gitlab; and
- Analyze Business requirements to understand the business needs and to determine example code and applications to meet the needs of the offices and divisions using blockchain data.

Requirements:

- Bachelor's degree in computer science, engineering or related science degree
- 5+ years of information systems experience required, with a preference 3+ years of blockchain experience.
- Knowledge of and experience with public and private blockchain architecture, tools and methodologies.

9. Technical (Non-Price) Submission Instructions

The technical submission shall address the evaluation factors presented in this RFP in a straightforward,

complete and concise manner. The technical submission shall not refer to cost/price. However, information concerning resources such as labor hours and labor categories shall be included so that the SEC can evaluate the Offeror's understanding of the scope of the required work.

10. Price Submission Instructions

The Offeror shall provide the labor categories and labor rates, fully burdened. Offeror shall propose any and all discounts in its price Proposal. For evaluation purposes only, on-site Hourly Rates should be based on a Full-Time Equivalent (FTE) with 1,920 hours and Place of Performance to be Washington, D.C (SEC Headquarters).

11. Evaluation Methodology

As a sole source 8(a) award, the SEC will negotiate directly with Infotrend.

Attachments

Requirements for Digital Asset Market Data
Requirements for Blockchain Data
Requirements for Digital Asset Market Intelligence
Non-Disclosure Agreement (Contractor Entity)
Non-Disclosure Agreement (Contractor Personnel)
Pricing Schedule

PERFORMANCE WORK STATEMENT (PWS)

As of August 11, 2020

1. Task Order Title. Blockchain and Digital Asset Data Support

2. Background

The United States Securities and Exchange Commission (SEC), Office of Information Technology (OIT) has a requirement to provide an enterprise repository for blockchain and digital asset market data. The SEC has started to receive blockchain and digital asset market data and seeks to load this data into an existing Enterprise Data Warehouse. The SEC will be performing analytics with this data to support its mission needs. The SEC plans to have the complete Bitcoin and Ethereum blockchains, including all derivative tokens, in addition to other blockchains and digital asset market data. In addition, the SEC is acquiring additional products and tools to support mission needs in the digital asset area, including visualizations and analysis of the aforementioned data. The SEC plans to use the eventual, integrated solution to support Commission-wide analytics and intelligence in the digital asset area.

3. Objectives.

The primary objectives of this requirement are to:

- Provide design and support implementation of data ingestion and integration solution, including the process of extracting, transforming, loading, clustering, and modeling distributed-ledger data.
- Provide the design of storage methods, using industry best practices and security guidelines.
- Provide support for end-user analytics and data visualizations, including dashboards and queries.
- Provide support for acquiring component tools and products, including data sources/tools and business intelligence products, and integrating these components into a cohesive solution to support end users and related mission needs.
- Provide support for the SEC Service Delivery Framework (SDLC process), including supporting associated design, development, testing, and deployment gates and phases.
- Provide support using existing SEC technologies, tools and languages, including:
 - o Enterprise Data Warehouse technologies (Hadoop, Oracle, PostgreSQL, and Netezza);
 - o Visualization tools (Splunk and i2); and
 - o Python and R programming languages to support analytics.

4. Scope

The SEC Office of Information Technology is implementing an enterprise repository for blockchain and digital asset market data to provide a foundation for enterprise digital asset analytics for the Commission. In this regard, the contractor shall provide data ingestion, integration, and visualization support, as well as infrastructure design support, to operationalize this repository.

Task Areas:

Task Area 1 - Program Management Support

Task Area 2 - Blockchain and Digital Asset Data Support

Task Area 3 - Data Ingestion and Visualization Support

Task Area 4 - Dataset Support (Optional Data Task)

5. Performance Requirements

5.1 Task Area 1 - Program Management Support

Program Management services and support maximizes the successful accomplishment of all program and tasks requirements. The contractor shall effectively accomplish the management and oversight over the task order as well as the management of all aspects of work associated with providing services to the SEC in a timely and cost effective manner. This includes tasks such as resource management, risk management, problem identification and resolution, program management, quality control, reporting and transition planning.

- Designate a Program Manager (PM) as a single point of contact for the SEC; the PM shall have full

authority to make decisions and commit the contractor;

- Maintain and manage a capable and stable workforce and their performance (recruit, retain, and replace qualified employees);
- Maintain a customer-oriented philosophy;
- Develop and submit all required information and deliverables in accordance with task order requirements and timelines;
- Respond to Contracting Officer and Contracting Officer's Representative (COR) requests in a timely manner;
- Identify, assess, mitigate and escalate risk to ensure timely action;
- Monitor, assess and proactively communicate issues, concerns, or problems to include contractual issues that may compromise the contractor's ability to provide the contracted services; Administrative tasks (such as coordinating on/off boarding of contractor staff, space and equipment requirements, SEC mandatory training with the COR and documenting meeting minutes); and
- Develop and maintain an effective quality control program (QCP) to ensure services are performed and deliverables provided in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

5.1.1 Task Order Program Management Plan

The contractor shall provide a Task Order Program Management Plan (PMP) describing the technical approach, organizational resources and management controls to be employed to accomplish the objectives of this Task Order and meet the cost, quality, performance, and schedule requirements of this effort. At a minimum, the PMP shall include the contractor's Staffing, Communications, Risk Management, Change Management and Quality Control Plans.

The PMP shall also provide a project plan narrative describing the operational and technical approach and methodology for managing technical deliverables in this Task Order.

The draft PMP shall be submitted within two weeks of the kick-off meeting. The PMP shall be maintained and updated as determined necessary by the SEC PM throughout the task order period of performance.

5.1.2 Monthly Status Report

The contractor shall provide a Monthly Status Report (MSR) that addresses quality assurance monitoring, risk management, progress/status reporting, and program reviews against the requirements associated with Section 5. The MSR shall also include a list of all deliverables to date, and financial summary supporting monthly invoices (e.g. for Labor Hour CLINS, such as employee name, hours worked per pay and hourly rate). The summary shall also provide funded level, amount expended and burn rate/percent expended.

5.1.3 Task Order Kick-off Meetings

The contractor shall participate in a kick-off meeting within five (5) business days of award. At a minimum, the contractor shall present the PMP, and discuss, at a minimum, the Customer Relationship Plan and the Quality Control Plan. Attendees shall include the key personnel. The contractor shall provide the kick-off meeting minutes within five (5) days of the meeting.

5.2 Task Area 2 - Blockchain and Digital Asset Data Support

The contractor shall provide design and support implementation of data ingestion and integration solution, including the process of extracting, transforming, loading, clustering, and modeling distributed-ledger data. The primary outputs of this item will be the DDL and ETL code, which will generate and populate the target data structure based on the source blockchain and digital asset market data. The contractor shall document the data structure in a detailed data dictionary, logical and physical data models, and the SEC's data catalog.

The contractor shall provide the design of storage methods, using industry best practices and security guidelines. The contractor shall evaluate all storage options available in the current Enterprise Data Warehouse environment and advise the SEC on the most appropriate storage method to support the mission data analysis needs. The contractor shall employ existing Enterprise Data Warehouse technologies

(Hadoop, Oracle, PostgreSQL, and Netezza) and consider factors such as ease of data interpretation and retrieval speed, when determining storage methods.

5.3 Task Area 3 - Data Ingestion and Visualization Support

The contractor shall provide support for end-user analytics and data visualizations. The contractor shall provide support for quantitative analysts at the SEC to develop R and Python-based scripts to analyze the aforementioned data and to populate analytic models. The contractor shall also provide support in developing visualizations for this data to support mission needs, including dashboards and queries in tools such as i2 and Splunk.

The Contractor shall support acquiring component tools and products and integrating these components into a cohesive solution. This shall include but not limited to, supporting the acquisition of these components by, for example, assessing appropriate product specifications needed. This shall also include determining an integrated solution design, which describes product configurations and how acquired components interact with existing data and infrastructure to provide an integrated delivery solution. Finally, this service shall include implementing, integrating, and configuring all newly acquired components with existing tools, data, and infrastructure into a cohesive solution to support mission needs and end users.

The Contractor shall provide all required documentation to support the deployment releases of the system design. The Contractor shall generate all associated Service Delivery Framework (SDF) documentation and present designs to the Technical Review Board (TRB), as needed. During the project initiation phase, OIT governance bodies will provide a tailoring plan for the type of SDLC documents required, per project or task. The version of SDLC documents and the number of required documents are subject to change and may evolve, due to an Agile delivery model. The current SDLC/SDF documents are the following:

- Project Management Plan (PMP) / Product Roadmap
- Project Charter / Product Vision Statement
- Teaming Agreement
- Communication Plan
- Risk Management Plan
- Impediment / Issues Log
- Detailed Functional and Technical Requirements document / Product Backlog
- Technical Review Board Open House Presentation
- Product Initiation Request and Release Record
- Security Categorization Worksheet (for new release) OR Information Security Impact
- Analysis (for future upgrades)
- Privacy Impact Analysis (PIA)
- Privacy Analysis Worksheet (PAW)
- Electronic Information System Questionnaire
- Detailed Architectural Design (DAD)
- Design Phase Review Presentation
- Test Plan / Regression Test Scripts
- Security Baseline Configuration (SBC)
- Standard Operating Procedures (SOP)
- System Security Plan (SSP)
- Information System Contingency Plan
- User Guide
- System Change Request (SCR) (this is not a deliverable but more of an activity/task to perform for production deployment)

5.4 Task Area 4 Dataset Support (Optional Data Task)

The contractor may be required to provide data and set-up for the SEC in a secure manner. The contractor may be required to provide data from any current and future crypto exchange such as, but not limited to, Coinbase, Kraken, Bitfinex, Binance, Coinbs, and OKEX.

Additionally, the contractor may be required to add nodes to blockchains and provide data for these assets

such as, but not limited to, Bitcoin, Cash, Stellar, Zcash, EOS, NEO, and XRP Ledger.

6. Performance Standards

Description	Performance Standards
The contractor shall identify issues with ETL code to ingest Blockchain and Digital Asset Data.	No later than 2 business days of scheduled execution of the jobs.
The contractor shall ensure that ETL code changes to ingest Blockchain and Digital Asset Data executes on the assigned scheduled and is accurate.	No later than 2 business days of the production deployment.
The contractor shall respond to user inquiries on Blockchain and Digital Asset Data issues or concerns as directed by the COR.	Initial response shall be no later than 2 business days.

7. Schedule of Deliverables

PWS Task#	Deliverable Title	Format	Due Date	Distribution/Copies	Frequency and Remarks
5.1.1	Task Order Program Management Plan	Contractor-Determined	Within ten (10) days of kick off meeting	Email COR	Discussed at kick-off meeting and updated as needed
5.1.2	Monthly Status Reports	Contractor-Determined	The fifth business day in the following month	Email COR	Monthly
5.1.3	Task Order Kick-off Meeting Minutes	Contractor-Determined	15 days after meeting	Email COR	Once and any corrections
5.3	Detailed Design Document	Template will be provided	Once per the SDLC	Email COR and the Technical Review Board (TRB)	Before implementation can begin.
5.3	System Design Document	Contractor-Determined	Once per the SDLC	Email COR	TBD
5.3	Environment Build Documents	Contractor-Determined	As required	Email COR	As required
5.3	Configuration Scripts	Contractor-Determined	As required	Will be added to GitLab	As required
5.3	As-Is final Environment drawings	VISIO	As required	Email COR	As required
5.3	Standard Operating Procedures	Template will be provided	As required	Will be added to GitLab	Upon delivery of production environment

5.3	Best Practices and Technical Standard Documentation	Contractor-Determined	As required	Email COR	As required
-----	---	-----------------------	-------------	-----------	-------------

The Contractor personnel shall complete tasks on time; ensure work products are thorough and accurate; deliverables are prepared using an SEC approved file format; and work and interact professionally and effectively with all levels of management and staff. Unprofessional behavior will not be tolerated and is grounds for immediate removal at the contractor's expense.

Government Review

Unless otherwise noted in this PWS, government personnel will have seven (7) workdays to review deliverables (to include resubmissions) and provide written acceptance/rejection. After receiving the concurrence of the authorized government representative, the COR will notify the contractor of deliverable acceptance or provide comments in writing. The contractor shall incorporate Government comments, or provide rationale for not doing so within five (5) workdays of receipt of comments. Government acceptance of the final deliverable will be based on resolution of Government comments or acceptance of rationale for non-inclusion. Additional changes volunteered by the contractor will be considered a resubmission of the deliverable.

Inspection and Acceptance

Acceptance Criteria

The COR shall review all deliverables for accuracy and completeness. The Contractor shall make those corrections required by the COR. The deliverables require acceptance by the COR. General quality measures, as set forth below shall be applied to each deliverable product received from the Contractor under this PWS.

Accuracy: Deliverable products shall be accurate in presentation, technical content and adherence to accepted elements of style.

Clarity: Deliverable products shall be clear and concise; financial terms shall be used, as appropriate. All diagrams shall be easy to understand and be relevant to the supporting narrative.

File Editing: All text and diagrammatic files shall be editable by the SEC.

Correction of Nonconformities.

If a deliverable fails to meet the relevant acceptance criteria (each such failure or deficiency is referred to as a "nonconformity"), the SEC will provide written notification to the Contractor of such failure. Upon receiving such notice, The Contractor will take appropriate corrective action. The corrected nonconformity will be redelivered to the SEC within seven (7) days, which will then confirm in writing whether the redelivered deliverable conforms to and satisfies the applicable acceptance criteria. The process described in this section may be repeated as necessary until all nonconformities are corrected and the deliverable conforms to and satisfies its acceptance criteria to meet the delivery dates specified in Item 7, Delivery Schedule.

Deliverables and Data Rights

All materials, documents, notes, records, software tools acquired, and/or software modified or produced by the contractor under this task order shall become the property of the U.S. Government, which shall have unlimited rights to all materials and determine the scope of publication and distribution. The contractor shall be required to deliver electronic copies of all documents, notes, records and software to the Government monthly and upon termination of the task order services or expiration of the task order period of performance.

8. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). The contractor will receive a standard issue government desktop, laptop, or iPhone as needed to perform their duties and responsibilities.

Clauses

52.202-1 Definitions. (JUN 2020)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

52.204-7 System for Award Management. (OCT 2018)

52.204-13 System for Award Management Maintenance. (OCT 2018)

52.204-16 Commercial and Government Entity Code Reporting. (AUG 2020)

52.204-18 Commercial and Government Entity Code Maintenance. (AUG 2020)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems. (JUN 2016)

52.204-22 Alternative Line Item Proposal. (JAN 2017)

52.209-5 Certification Regarding Responsibility Matters. (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) *Principal*, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 Information Regarding Responsibility Matters. (OCT 2018)

(a) *Definitions.* As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract

or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.212-1 Instructions to Offerors - Commercial Items. (JUN 2020)

52.212-4 Contract Terms and Conditions - Commercial Items. (OCT 2018)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (AUG 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☒ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (MAR 2020) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (MAR 2020) of 52.219-4.

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-6.

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (JUN 2020) of 52.219-9.

☐ (v) Alternate IV (JUN 2020) of 52.219-9.

☐ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219-13.

☒ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

☐ (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAY 2020) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

☒ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☒ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (ii) Alternate I (FEB 1999) of 52.222-26.

☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (JUL 2014) of 52.222-35.

☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (JUL 2014) of 52.222-36.

☐ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (48) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[] (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[] (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

[] (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[] (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[X] (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[] (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

☐ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☐ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require

the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (c)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii) [] (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (c) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the contract period of performance.

(End of clause)

52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the contract period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months(months)(years).

(End of clause)

52.219-11 Special 8(a) Contract Conditions. (JAN 2017)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements, delegates to the [insert name of contracting agency] the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the [insert name of contracting agency] shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the [insert name of contracting agency].

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the *Disputes* clause of said subcontract.

(f) To notify the [insert name of contracting agency] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

52.219-12 Special 8(a) Subcontract Conditions. (OCT 2019)

(a) The Small Business Administration (SBA) has entered into Contract No. [insert number of contract] Provided at time of award with the [insert name of subcontractor] to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The [insert name of subcontractor], hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. [insert number of contract] for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to the [insert name of contracting agency] with complete authority to take any action on behalf of the Government under the conditions of this subcontract.

(3) That it will notify the [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the [insert name of contracting agency].

(End of clause)

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran-Representation and Certifications. (AUG 2018)

52.227-14 Rights in Data-General. (MAY 2014)

52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts. (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (c) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers

necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) For the purposes of this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

- (i) Comprised only of costs that are clearly excluded from the hourly rate;
- (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
- (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall-

- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
- (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased

and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/?q=browsefar>

(End of clause)

2001.00 Shipping Instructions (June 2020)

Preservation, packaging, packing, and marking of all deliverables must conform to normal commercial packing standards to assure safe delivery at destination. All deliveries are F.O.B. Destination. The contractor shall include the SEC contract/delivery order number on all packing slips that accompany items shipped to the SEC.

4003.01 Schedule of Deliverables (9-Feb-12)

See PWS for Schedule

5003.05 Submission of Invoices - Delphi eInvoicing System (June 2020)

a. The Securities and Exchange Commission (SEC) will only accept electronic invoices submitted through the Delphi eInvoicing system on a monthly basis.

b. Payment system registration. All persons accessing the Delphi eInvoicing web-portal will be required to have their own unique user Delphi eInvoicing ID and password and be credentialed through login.gov.

(1) Electronic authentication. See www.login.gov for instructions. Click on the following link for instructions on establishing a login.gov account: <https://login.gov/help/creating-an-account/how-do-i-create-an-account-with-login.gov/>.

(2) To create a login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then login.gov will reply with an email confirming the email address.

(3) In order to make changes to vendor users who will have access to the eInvoicing web-portal for invoice submission and payment tracking purposes, notify iSupplier@sec.gov and include the full name, valid email address, and current phone number of any new vendor users. Vendor users will be notified via e-mail when the account is created. The vendor user will be provided detailed instructions for logging into their Delphi eInvoicing account.

(4) Training on Delphi. To facilitate use of DELPHI, comprehensive user information is available at <http://einvoice.esc.gov>

(5) Account Management. Vendors are responsible to contact the Delphi Help Desk when their firm's points of contacts will no longer be submitting invoices so they can be removed from the system. Instructions for contacting the Delphi Help Desk can be found at <http://einvoice.esc.gov>

c. Contractors are cautioned against submitting an invoice prior to goods and services being received/accepted. Invoices submitted prematurely may be rejected. Software license maintenance and subscriptions may be invoiced at the beginning of the contract period of performance.

d. The SEC's Delphi eInvoicing system is managed by the Enterprise Services Center (ESC). In order to receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in the Delphi eInvoicing web-portal shall contain the following:

- (1) Company logo or letterhead
- (2) Company name and payment address
- (3) Company Point of Contact (POC) for the invoice with phone and e-mail
- (4) Invoice number and invoice date
- (5) Billing period
- (6) SEC Contract number
- (7) Task/Delivery Order number (if applicable)
- (8) SEC Contracting Officer's Representative (COR name)
- (9) Amount billed (by CLIN), current and cumulative
- (10) Total amount billed this period
- (11) Cumulative total billed to date
- (12) Brief Description of Services Performed - General description only

c. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

5004.00 Appointment of Contracting Officer's Representative (COR) (June 2020)

a. Provided at time of award, is hereby designated the Securities and Exchange Commission COR for administration and information relating to this contract. Provided at time of award is hereby designated as the Alternate COR for this contract. The COR may not re-delegate his or her authority; only the CO has this authority.

b. The COR will manage the contract in coordination with the CO and within the terms of the contract. The COR's responsibilities include reviewing invoices and charges by the Contractor, informing the CO of areas where exceptions are taken, and accepting or rejecting invoices in the SEC's financial system. The COR shall be the primary point of contact responsible for communicating administrative guidance for on-boarding and off-boarding of Contractor Personnel, mandatory trainings, government closures, and other events as necessary. Unless otherwise specified in this contract, inspection and acceptance of supplies and/or services to be furnished under this contract will be performed by the COR.

c. Only the CO has the authority to change the terms and conditions of this contract. The COR may request a contract modification, but the CO will make the final determination. The COR may not agree to or issue a change to the contract terms and conditions. In the event the Contractor effects changes to the contract at the direction of any person other than the CO, the changes will be considered to have been made without any authority and no adjustments will be made to the contract.

6001.00 SEC Non-Disclosure Requirements and Agreements (Feb 2018)

a. Required non-disclosure agreements are attached and must be completed and returned to the Contracting Officer before starting work under this contract. Note: Electronic and digital signatures are prohibited.

b. Provisions of the SEC Regulation Concerning Conduct of Members and Employees and Former Members and Employees of the Commission expressly prohibit unauthorized disclosure and improper use of confidential or non-public information or documents. See 17 C.F.R. § 200.7353(b)(1) & (b)(2). The Contractor, and its employees, agents, subcontractors, and subcontractor personnel who will have access to

confidential or non-public information or documents in the performance of the contract, agree to be bound by the provisions of Sections 200.735-3(b)(1) and 200.735-3(b)(2) of the SEC's Regulation Concerning Conduct and the terms set forth in the attached non-disclosure agreements (Attachments 1 & 2). For purposes of this clause, "confidential or non-public information," is defined as information generated by or in the possession of the SEC that is commercially valuable, trade secret, market sensitive, proprietary, related to an SEC enforcement or examination matter, subject to privilege, protected by the Privacy Act (5 U.S.C. § 552a), or otherwise deemed confidential or non-public by an SEC division director or office head, and is not otherwise available to the public.

c. An officer or executive authorized to bind the Contractor shall execute the non-disclosure agreement (Attachment 1) on behalf of the Contractor and return it to the Contracting Officer prior to the Contractor commencing work on the contract. The Contractor shall submit to the Contracting Officer a list of its employees, agents, and subcontractors that will be authorized access to SEC information by virtue of performing the requirements set forth in this contract. Each person identified on the list shall then sign the non-disclosure agreement on behalf of themselves (Attachment 2) and submit it to the Contracting Officer before commencing work on the contract.

d. The Contractor shall also ensure that all of its employees, agents, and subcontractors assigned to perform the requirements set forth in this contract adhere to the terms of the non-disclosure agreement, protecting all confidential or non-public information, and to not divulge to any unauthorized person. Assignment of staff who has not executed the non-disclosure agreement or failure to adhere to this statement shall result in action by the Contracting Officer, as deemed appropriate. Violation of this clause or the attached non-disclosure agreements by the Contractor, its employees, agents, subcontractors, or subcontractor personnel may result in default of the contract and/or civil suits and/or criminal prosecution.

6001.01 Restrictions on Use, Disclosure, and Duplication of Confidential and Non-Public Information (Nov 2010)

Confidential or non-public information, for purposes of this clause, includes but is not limited to, all financial, statistical, personnel and/or technical data which is furnished, produced, generated, or otherwise available to the Contractor, during the performance of this contract. Unless otherwise specified, confidential or non-public information shall not be used for purposes other than performance of work under this contract without the prior written consent of the Contracting Officer. The Contractor and its employees, agents, subcontractors, and subcontractor personnel are restricted from duplicating or disclosing confidential or non-public information, in whole or in part, outside the Securities and Exchange Commission (SEC) for purposes other than fulfillment of the requirements set forth in this contract. Any presentation of any confidential or non-public information, or any reports or material derived from confidential or non-public information shall be subject to review of the Contracting Officer prior to publication or dissemination. Any questions about whether information is confidential or non-public shall be referred to the Contracting Officer prior to use disclosure or duplication.

6001.02 Ethics Requirements For Contractor Personnel (MAY 2014)

(a) Contractor personnel who assist the SEC in carrying out its examination-related obligations under this contract must act in an ethical manner that is above reproach, avoiding even the appearance of a conflict of interest. Accordingly, Contractor agrees that all work performed under this contract shall be performed in accordance with the same high ethical standards required of SEC personnel that perform examination-related work, including Office of Compliance Inspections and Examinations (OCIE) Ethics Requirements and Agreement for Contractor Personnel [] (Attached).

(b) Contractor agrees that prior to permitting any particular Contractor personnel to perform examination-related work on this contract, it will make the requirements of this provision known to the personnel and will ensure the personnel have read and executed the attached OCIE Ethics Requirements and Agreement for Contractor Personnel []. Contractor agrees to return the executed Agreements to the SEC COR.

(c) In accordance with other applicable contract provisions, contractor must ensure that its personnel assigned to perform under this contract have completed the SEC training entitled "Protecting Nonpublic Information at the SEC."

(d) In the event a standard of conduct required under this provision conflicts with a standard of conduct that would otherwise govern the contractor's conduct in a particular circumstance, then the contractor shall follow whichever standard is more restrictive in that particular circumstance and bring the matter to the attention of the Contracting Officer.

(e) Contractor agrees that if it or its personnel performing this contract have questions regarding the application of this provision to any particular circumstances, those questions shall be raised with the Contracting Officer as soon as possible.

6002.00 Type of Contract (June 2020)

This is a Labor Hour and Firm Fixed Price type contract/agreement.

6004.00 Approval of Subcontracts (June 2020)

The Contractor shall not enter into a contractual agreement with any party to furnish any of the work or services under this contract/agreement without the written approval of the Contracting Officer. This provision shall not be interpreted as requiring the approval of contracts for employment between the contractor and personnel assigned for services thereunder.

6006.00 Conflicts of Interest (Feb 2019)

(a) General

Subpart 9.5 of the Federal Acquisition Regulation (FAR) 48 C.F.R. 9.5, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organization conflicts of interest.

(b) Purpose

The purpose of this SEC Instruction (SECI) is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest which might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to:

(1) A Contractor's participation as an offeror, or representative of an offeror, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications;

(2) A Contractor providing advisory assistance to the Government for a procurement in which the Contractor, or a firm which the Contractor represents, is an actual or potential offeror; and

(3) A Contractor's participation as an offeror, or representative of an offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing offers as a result of the Contractor's work on prior contracts.

(c) Definition

For the purposes of this SECI, the term "Contractor" means: the Contractor; any of the Contractor's parents, affiliates, or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.

(d) Restrictions

The Contractor agrees:

(1) To remain ineligible to participate in any capacity (including participating as a prime contractor, subcontractor, or as the representative of another party) in offers, contracts, or subcontracts (whether solicited or unsolicited) that directly relate to the Contractor's performance of work under this contract.

(2) To execute, prior to beginning work on a contract, such Confidentiality Agreements, Non-Disclosure Agreements, or other documents which the Contracting Officer may, in their sole discretion, require in order to protect the proprietary nature or confidentiality of information provided by the Government or otherwise received by the Contractor in connection with its work under this contract.

(3) As otherwise provided in this contract, not to accept any compensation or any other form of payment from a broker, potential lessor, or any source other than the Government for services rendered under this contract, and to employ aggressive strategies to minimize the Government's lease costs where the Contractor would be entitled by common business practice to receive a real estate commission or any form of payment from a broker, potential lessor, or other party, for work performed under this contract.

(4) To immediately notify the Contracting Officer of any offer of compensation, other form of payment, or thing of value, made by a broker, potential lessor, or any source other than the Government to the Contractor related to services rendered under this Contract, regardless of whether such offer was made during Contractor's performance of work under a given contract or subsequent to Contractor's completion of work under such contract.

(5) Prior to the acceptance of a contract, request to immediately notify the Contracting Officer of any potential conflict of interest which would prevent or limit the Contractor's ability to perform the work required under the contract.

(6) To immediately notify the Contracting Officer of any conflict of interest discovered during the Contractor's performance of work pursuant to a Government contract; provided that the Contracting Officer shall have the right to impose such restrictions as they deem appropriate on Contractor's performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the contract at no cost to the Government.

(7) As otherwise provided in this contract, that if the Contractor declines to accept a task order request and subsequently participates (either directly or as a representative of another party) in a Government procurement action that was the subject of the task order request, then the fee which the Contractor would have been entitled to receive for such task order work or the fee actually paid by the Government for the task order's performance by another contractor, whichever is greater, shall be applied toward the Contractor's minimum order guarantee.

(8) That in the event that the Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Contracting Officer may terminate this contract at no cost to the Government and any minimum guarantee(s) otherwise applicable to the Contractor will be forfeited; provided, that the foregoing shall be in addition to all other remedies and causes of action which the Government may have against the Contractor, including the suspension and/or debarment of the Contractor.

(9) To include this Conflict of Interest SEC Instruction, including this subparagraph, in all of the Contractor's subcontracts at all tiers (appropriately modified to preserve the Government's rights hereunder) which involve the performance of work by subcontractors in support of this contract.

(10) That, in addition to the remedies enumerated above, the Government may terminate this contract for cause in the event of the Contractor's breach of any of the above restrictions.

6007.00 Compliance with Regulations (June 2020)

a. The Contractor shall comply with all statutes, regulations, directives, instructions, and references applicable to the conduct of this acquisition as imposed by the Federal Government and the SEC, including, without limitation, those specified or referred to in this contract.

b. The Contractor and its employees performing work on-site at SEC facilities shall become acquainted with and shall comply with the rules and regulations of the SEC's facilities, including, but not limited to security, controlled access, personnel clearances, and conduct with respect to health and safety at the site, regardless of whether or not title to the facility is vested in the SEC.

6009.05 Contractor Personnel Entry on Duty (June 2020)

a. Included with this award are four forms: Contractor Data Form, Optional Form 306 (OF306) "Declaration of Federal Employment," FBI Fingerprint Privacy Act Form, and a Credit Release Form. The Contractor must ensure that their personnel complete and return these forms to the SEC. Contractor personnel must receive a favorable entry on duty determination rendered by the Personnel Security Branch (PERSEC) of the SEC before they may begin work at the SEC. It is the Contractor's responsibility to ensure that their personnel receive these forms and return them to the contracting officer's representative (COR) for the contract/award as quickly as possible. A delay in completing the forms may delay the SEC start date for the contract/award. Once PERSEC receives the completed forms from the COR, PERSEC will reach out to the Applicant to have their fingerprints enrolled for the FBI criminal history records check and to obtain a completed security questionnaire via the automated system Electronic Questionnaires for Investigations Processing (e-QIP). The applicant is provided 5 days to enroll fingerprints and complete the e-QIP. It is the Contractor's responsibility to ensure that their personnel are in compliance. E-mails about these two processes will be sent to the Contractor's personnel once they are enrolled in USAccess for fingerprints and in e-QIP for completion of the security questionnaire. The COR or contracting officer (CO) may contact the Contractor for assistance if he/she is unable to obtain this information from the Contractor's personnel.

b. Entry on Duty Check

Proposed contractor personnel ("Applicant") shall be subject to a complete entry on duty check, which will be performed by the SEC. The entry on duty check shall include a review of the completed OF-306 Form "Declaration for Federal Employment," e-QIP questionnaire, a credit history check, and a review of the Applicant's criminal history. This entry on duty check will determine the Applicant's ability to begin working on the contract/award. The Government reserves the right of final approval of Applicants.

c. The Applicant shall be given the opportunity to address the items which may have a negative impact on their entry on duty determination prior to that determination being rendered. They will be contacted via email by PERSEC and be offered an opportunity to explain the circumstances and offer mitigating information regarding any adverse information. This information will be considered when rendering the entry on duty determination. Failure to reply to the request for additional information will result in PERSEC utilizing the information available to make the decision.

d. No Applicant shall be assigned to the contract/award prior to contracting officer receiving approval of the entry on duty determination from PERSEC.

e. Background Check

Due to the sensitive nature of the information contained in SEC filings and concerns regarding the security and integrity of this information, the SEC may conduct a background check of an Applicant in addition to an entry on duty check. It shall be the responsibility of the Contractor and individual contractor personnel, throughout the life of this contract/award, to inform the SEC of any information that would change their background or entry on duty checks. The Contractor also agrees to include the substance of this instruction in any of its subcontracts.

f. In addition to the entry on duty checks, a background investigation will be required for an Applicant requiring physical and/or logical access to SEC space and/or technology. Applicants may already have the appropriate level of background investigation prior to onboarding with the SEC. If that is the case and the Applicant receives a favorable entry on duty determination, the Applicant's current favorably adjudicated background investigation will be reciprocally accepted by the SEC and the Applicant will not undergo any additional vetting. However, if a background investigation is needed, it will be scheduled by the SEC with the Department of Defense (DoD) Defense Counterintelligence and Security Agency (DCSA) following the

issuance of the entry on duty determination. The background investigation will include additional checks and vetting which may include information on prior employments, education, residences, criminal history, personal references and an interview with the contractor.

g. The Applicant must have a completed background investigation which has been reciprocally accepted or favorably adjudicated by the SEC in order to begin or continue work on an SEC contract/award. In most cases, if negative, derogatory or questionable information is obtained during the background investigation process, the Applicant will be given a chance to provide documentation or an explanation. If an unfavorable determination is rendered, the COR will contact the Contractor and the Applicant will not be allowed to begin or continue work on the contract/award.

6010.00 Personnel and Contractor Responsibilities/Standards of Conduct (June 2020)

a. The Contractor shall provide all management, supervision, and skilled personnel required for the effective and efficient performance of this contract. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of this contract. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential. Contractor employees, agents, and subcontractor personnel (collectively, "Contractor Personnel") are not employees of the Government.

b. The Contractor shall designate a primary POC to communicate with the COR.

c. The SEC has the right to require the removal of any Contractor personnel assigned to this contract, at any time, for any reason.

d. The Contractor shall select, supervise, and exercise control and direction over Contract Personnel under this contract. The SEC will not exercise any supervision over Contractor Personnel, but may, in coordination with Contractor management, provide sufficient direction to contractor personnel to ensure that the purposes of the contract are met and the government's interests are protected.

e. Contractor shall be responsible for:

1. Approving time cards of Contractor Personnel.
2. Approving leave requests of Contractor Personnel.
3. Conducting performance evaluations of Contractor Personnel.
4. Making hiring and firing decisions for Contractor Personnel.
5. Informing Contractor Personnel that they are not employees of the SEC and have not received an appointment in the federal service.
6. Informing Contractor Personnel that they are not to accept direction from employees of the SEC beyond that required to accomplish the purposes of the Contract.
7. Informing Contractor Personnel that deliverables must be marked with employer's logo or other marking legend (as appropriate to the deliverable) and it must be removable if the SEC elects to use the deliverable as SEC materials. This applies to reports, slides, and other documents called out in the contract as deliverables.
8. Informing Contractor Personnel that the Contractor is responsible for approval of their time cards, leave requests and performance evaluations, and for hiring and firing decisions.
9. Directing Contractor Personnel to identify themselves in their communications (and in their work product as appropriate) as contractors rather than SEC or Federal employees, and ensuring that they in fact do so.

10. Directing Contractor Personnel to display their distinguishing badges or other visible identification of their status as contractors at meetings with government or outside personnel.

11. Considering during their performance of the contract whether any actions they are taking would limit the ability of an SEC employee to exercise discretion on an inherently governmental function and bring such actions to the attention of the COR.

f. The Contractor is accountable to the SEC for the actions of its personnel. Contractor Personnel, when on-site at SEC facilities under this contract, shall only engage in duties specified in the statement of work, task order or other work statement, and not in other business, or political, charitable, or other duties. The Contractor shall not recruit on SEC premises or otherwise act to disrupt official SEC business. The Contractor shall be responsible when Contractor Personnel are on site at the SEC for maintaining satisfactory standards of competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to Contractor Personnel as may be necessary. Contractor Personnel are expected to adhere to standards of conduct that reflect credit on themselves, the contractor, the SEC and the Federal Government.

6010.01 Key Personnel (June 2020)

a. Key personnel are essential to the successful performance of work under this contract. Key personnel shall be available as necessary to efficiently manage the work of the contract and shall be available on the effective date of award. The designated key personnel positions for this award is/are Project Manager, Senior Architect and Senior Developer.

b. Following contract award the Contractor shall permit no substitution of key personnel without the written consent of the Contracting Officer, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In the event that substitution of personnel is desired, the Contractor shall notify the Contracting Officer in writing at least thirty (30) calendar days before any key personnel substitution is made, if possible. The Contractor shall submit a justification in sufficient detail to permit evaluation of the impact on contract performance, with the resume of the proposed replacement personnel. Proposed substitute personnel shall have experience and education at least substantially equal to those of the personnel being replaced unless approved in writing by the Contracting Officer. Requests for substitutions shall provide a detailed explanation of the circumstances necessitating such changes, a resume for each proposed substitute, and any other information as requested by the Contracting Officer. The Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval thereof.

6010.06 Work Hours and Alternate Work Schedules (June 2020)

a. The core work hours at SEC Headquarters and Regional Offices are Monday - Friday, 10:00 a.m. to 3:00 p.m., in the office's respective time zone. Unless otherwise specified, the Contractor is responsible for conducting business during the core hours, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

b. All contractor personnel assigned to be on-site for this contract shall only occupy SEC workspace during hours that are established by the Contracting Officer's Representative and the Contracting Officer, and when Government personnel will be on-site to oversee contractor personnel.

c. Alternate Work Schedules (AWS) may be requested and approved on a case-by-case basis and in writing by the Contracting Officer's Representative or Contracting Officer, except for contracts subject to the Service Contract Act of 1965 and the Fair Labor Standards Act. The Program Manager will submit all requests for AWS to the COR for review. AWS may be ended at any time at the SEC's sole discretion without any contractual rights being implicated and without affecting cost or performance.

6010.07 Telework (6-Aug-14)

Telecommuting may be requested and approved on a case-by-case basis in writing by the Contracting Officer's Representative or Contracting Officer. The Program Manager will submit all requests for telework to the COR for review. The request will include all information necessary to make a determination. If telework is approved, the contractor must provide a status report documenting the services performed during the teleworking hours.

6010.09 Extended Hours/Overtime (6-Aug-14)

Contractor personnel assigned under this contract may be required to work additional hours during specific periods of time. The Program Manager will obtain pre approval by the Contracting Officer's Representative or Contracting Officer in writing prior to the contractor personnel working any additional hours. All additional hours worked will be paid at the same rate agreed to in the contract unless otherwise determined by the Department of Labor in accordance with the Service Contract Act.

6012.00 Security and Privacy Act Matters (23-Mar-09)

The security classification for work performed under this contract is Public Trust. The documents that shall be reviewed and produced are non-public and sensitive in nature and shall be protected from unauthorized disclosure. Work on this project request that personnel have access to Privacy Act Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

6012.01 Compliance with Security Regulations, Policies, and Procedures (14-Mar-12)

The Contractor shall be responsible for compliance by its employees with SEC security regulations, policies, and procedures. This includes safekeeping, wearing, and visibility of identification badges. The SEC will issue Contractor identification badges to on-site Contractor personnel, and the badges shall be visible at all times while employees are on SEC premises. The Contractor shall provide all requested information (the SEC will provide forms to the Contractor at time of award) required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to the Contractor employees are returned within forty-eight (48) hours following the completion of the contract, relocation, or termination of an employee and/or request of the Contracting Officer or the Contracting Officer's Representative (COR).

6012.02 SEC 508 Requirements (June 2020)

a. Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all Information and Communication Technology (ICT) products and services developed, acquired, maintained, and/or used under this contract/order must comply with the Information and Communication Technology Accessibility Provisions set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in FAR 39.203(a). The complete text of Section 508 Final Provisions can be accessed at Section 508 Law.

b. All ICT products must comply with the following requirements. Descriptions of the requirements are viewable at the link Section 508 Standards.

c. Offerors that fail to demonstrate compliance with the above requirements, may be eliminated from further consideration for award.

d. The offeror shall indicate for each line item in the schedule whether each product or service is compliant or non-compliant with the accessibility requirements at 36 CFR 1194 using a Voluntary Product Accessibility Template (VPAT 2.4). Further, the solicitation response must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

e. Offerors to this solicitation must provide any additional detailed information necessary for determining applicable Section 508 standards conformance. If an offeror claims its products and/or services, including

ICT deliverables such as electronic documents, web content or electronic reports, meet applicable Section 508 standards, and it is later determined by the Government - i.e., after award of a contract/order, that products and/or services delivered do not conform to the described accessibility, remediation of the products and/or services to the level of conformance specified in the contract will be the responsibility of the offeror at its expense.

6012.05 Personally Identifiable Information (PII) in Contracts to Design, Develop, Operate, or Maintain a System of Records (June 2019)

A Contractor that designs, develops, operates or maintains a system of records on behalf of the agency to accomplish an agency function or otherwise maintains Personally Identifiable Information (PII) in the performance of this contract shall, prior to taking such action, comply with the following requirements:

a) The Contractor shall have established policies and procedures in place to safeguard PII. The policies and procedures shall provide the Contractor's processes for identifying, assessing and mitigating privacy risks associated with PII. The policies and procedures shall also cover training of employees on their roles and responsibilities for safeguarding PII and reporting suspected or confirmed compromise of PII.

b) The Contractor shall also ensure that all processes, procedures and equipment associated with PII comply with all laws, regulations, and security mandates as defined by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-61 Revision 2 or the latest revision, and SEC policies developed to safeguard the confidentiality, integrity and availability of SEC data that may contain PII. In support of these requirements, the Contractor shall have:

- policies, procedures, and mechanisms designed to restrict access to SEC data on Contractor, subcontractor, or SEC inter/intra agency partner systems exclusively to authorized personnel;

- policies, procedures, and mechanisms that prevent transmission or disclosure of SEC data to an unauthorized party;

- policies, procedures, and mechanisms that ensure SEC data on portable devices are encrypted using methods compliant with Federal Information Processing Standard 140-2; and

- policies, procedures, and mechanisms that ensure SEC data transmitted across public networks (i.e., the Internet) by the Contractor, or its employees, agents or subcontractors, are protected using secure communications, including the use of Transport Layer Security (TLS) protocol and the Advanced Encryption Standard (AES) 256 bit encryption algorithm.

c) The Contractor shall make its privacy policies and procedures that describe administrative, physical, and technical safeguards to protect PII available for review by the SEC Office of Information Security within 10 business days of request.

d) The Contractor shall ensure that those individuals adhere to the Contractor's policies and procedures relating to PII and to SEC-prescribed policies and procedures for the safe handling of SEC PII, including privacy and security training requirements and privacy incident management.

e) The Contractor's employees, agents, and subcontractors shall immediately alert the SEC of any event, including the suspected or confirmed loss of PII. Notification must be made to the SEC of a breach as soon as practicable, but no later than twenty-four (24) hours after the Contractor becomes aware of it by contacting the SEC Service Desk at (202)551-4357. The Contractor shall act in accordance with its policies and procedures in the event of any suspected loss of PII and shall support the SEC's investigation and resolution of reported incidents as requested by the SEC. For purposes of this Instruction, a "suspected loss of PII" shall be interpreted liberally to mean any situation in which the loss of PII or unapproved access to PII is deemed a reasonable possibility.

f) Return or Destruction of PII. At any time during the term of this contract at the SEC's written request or upon the termination or expiration of this contract for any reason, unless otherwise required by law to be

retained, the Contractor shall, and shall instruct all authorized personnel to, promptly return to the SEC all copies, whether in written, electronic or other form or media, of PII in its possession or the possession of such authorized personnel, or securely dispose of all such copies, and certify in writing to the SEC that such PII has been returned to SEC or disposed of securely. The destruction of PII shall be performed according to NIST approved methods.

6013.00 Common Security Configurations (Sept 2019)

Common security configurations are published on NIST's web site <http://checklists.nist.gov>. NIST's Computer Security Division website is located at <http://csrc.nist.gov>. For more information about the security content automation program, see <http://nvd.nist.gov/scap.cfm>. NIST Special Publication 800-70, "Security Configuration Checklist Program for IT Products," is located at <https://nvlpubs.nist.gov/nistpubs/specialpublications/NIST.SP.800-70r4.pdf>.

6013.01 Federal Requirements, Security, and Accessibility for Information Systems (8-Jul-15)

Information Systems Authorization to Operate (ATO): Information systems containing SEC data or operated on behalf of the SEC are required to have an authorization to operate, based on National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-37, Revision 1, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach. The security assessment entails a review of minimum security controls, documented in NIST SP 800-53, Revision 4 (and subsequent revisions as finalized by NIST); documentation of a system security plan, based on NIST SP 800-18; and remediation of weaknesses that are documented in a plan of action and milestone (POA&M) document, as required by Office of Management and Budget (OMB) Memorandum 02-01. The ATO will also have to cover any alternate processing facilities or a subcontractor handling SEC information or operating systems on behalf of the SEC. Additional Federal governance includes but is not limited to the following:

- Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) for system accessibility requirements

- Office of Management and Budget (OMB) Circular A-11, Revised, "Preparation, Submission and Execution of the Budget" (July 2003)

- OMB Circular A-130, Revised, "Management of Federal Information Resources" (November 2000)

- OMB Federal Enterprise Architecture Program Management Office (FEAPMO) Reference Models and Circular A-11 Guidance. www.feapmo.gov.

- Privacy Act of 1974, Public Law 93-579 (5 U.S.C. 552a), as amended

- The E-Government Act of 2002, Public Law 107-347

- OMB Memorandum M-15-01, Fiscal Year 2014-2015 Guidance on Improving Federal Information Security and Privacy Management Practices, October 3, 2014 (and subsequent updates by OMB)

- OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002, September 30, 2003

- OMB Federal Risk and Authorization Management Program (FedRAMP) Policy Memo, December 8, 2011

- Federal Information Processing Standard (FIPS) Publication (PUB) 201, Personal Identity Verification (PIV) of Federal Employees and Contractors, March 2006

- FIPS PUB 200, Minimum Security Requirements for Federal Information and Information Systems, March 2006

-FIPS PUB 197, Advanced Encryption Standard, November 2001

-FIPS PUB 140-2, Security Requirements for Cryptographic Modules

National Institute for Standards and Technology (NIST), Special Publication (SP) 800-122, Guide for Protecting the Confidentiality of Personally Identifiable Information (PII), April 2010

-NIST SP 800-37, Revision 1, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach, February 2010

-NIST SP 800-115, Technical Guide to Information Security Testing and Assessment Sept 2008

-NIST SP 800-100, Information Security Handbook: A Guide for Managers, Oct 2006

-NIST SP 800-95, Guide to Secure Web Services, Aug 2007

-NIST SP 800-92, Guide to Computer Security Log Management, Sep 2006

-NIST SP 800-88, Revision 1, Guidelines for Media Sanitization, December 2014

-NIST SP 800-61 Rev. 2, Computer Security Incident Handling Guide, August 2012

-NIST SP 800-53 Rev. 4, Security and Privacy Controls for Federal Information Systems and Organizations, April 2013

-NIST SP 800-53A, Revision 4, Guide for Assessing the Security Controls in Federal Information Systems, December 2014

-NIST SP 800-44 Version 2, Guidelines on Securing Public Web Servers, Sep 2007

-NIST SP 800-30, Revision 1, Guide for Conducting Risk Assessments, September 2012

-NIST SP 800-34, Revision 1, Contingency Planning Guide for Federal Information Systems, May 2010

-NIST SP 800-18, Revision 1, Guide for Developing Security Plans for Federal Information Systems, February 2006

-NIST SP 800-70, Revision 2, National Checklist Program for IT Products: Guidelines for Checklist Users and Developers, February 2011

-NIST SP 800-137, Information Security Continuous Monitoring for Federal Information Systems and Organizations, September 2011

Cloud-Based Assessment: Any cloud-based components shall be assessed in accordance with FedRAMP and must have already received a provisional authorization from either the Joint Authorization Board or another U.S. Federal Executive Branch Agency. Additional Federal requirements for cloud computing are documented in NIST SPs 800-144, 800-145 and 800-146.

Security Issue Review: The Contractor shall remediate problems identified during any security testing activities. All significant issues (typically those rated as HIGH and often those rated as MEDIUM) should be resolved before the system is allowed to go into production and handle SEC information. The Contractor shall resolve as many security audit-related Plan of Action and Milestones (POA&M) items as possible and within a reasonable timeframe, based on risk guidance from the designated authorizing official. The Contractor shall document the resolution and provide supporting evidence of changes. The Contractor shall schedule a conference meeting with the Contracting Officer's Representative (COR), OIT Security Group staff, and relevant SEC staff to review the state of the POA&M resolutions. The Contractor shall provide the SEC with the number and description of resolved POA&M items identified in the security review along

with supporting evidence. SEC's OIT Security Group may choose to perform additional technical testing to validate resolution.

Security Assessment: OIT Security Team performs Security Assessment and Authorization (SA&A) for a product to be deployed. This process is designed to allow the SEC to identify any risks associated with the system and either mitigate them or formally accept any residual risk. This requirement is based on the NIST SP 800 series of documents and includes:

- Enumeration - activity aimed at identifying devices and components and cross-referencing with provided inventory lists;

- Vulnerability Scanning - performs network-based vulnerability assessment of customer's servers, workstations, and any other network device or appliance in scope. The assessment will identify vulnerabilities associated with network services, operating systems, and devices that are un-patched or have out-of-date software security patches;

- Penetration Testing - attempts to exploit weaknesses identified from vulnerability scanning to verify legitimate findings, eliminate false-positives, and determine the extent of the vulnerability and potential remediation steps that may be taken; and

- Functional Testing - Perform specific tests, examinations, and inspections against NIST SP 800-53 controls not tested by the other activities.

The Contractor shall provide the Security Team with: (1) a system demonstration; (2) test user IDs; (3) Access to the system; and (4) System Security Plan (SSP) (5) additional documents as required under the NIST SP 800 series to support Security Assessment & Authorization activities. The Contractor shall provide ongoing support to update the required SA&A documentation. The OIT Security Team provides the test reports. Any cloud-based components will have to be assessed in accordance with FedRAMP and must have already received a provisional authorization from either the Joint Authorization Board or another U.S. Federal Executive Branch Agency. Additional Federal requirements for cloud computing are documented in NIST SPs 800-144, 800-145 and 800-146.

Documentation Updates: The Contractor shall maintain and update system specifications and/or documentation, including system inventory, to reflect changes made during maintenance or update. The Contractor shall maintain system documentation to reflect the configuration of software releases and commercial off-the shelf (COTS) products. The Contractor shall maintain documents and specifications in compliance with standards for formatting and content and produce standardized documentation, i.e., User Guides, Requirements Documents, On-line Help, Standard Operating Procedures (SOP), system specifications, audit documentation practices and procedures, and other documentation. The documentation shall be available to the COR for review and inspections throughout the system development life cycle (SDLC); updates shall be submitted to the COR for review and approval.

System Development Plan (SDP): The Contractor shall develop, maintain, and execute an SDP which shall include the policies, procedures, standards, instructions, forms, and/or checklists needed to analyze, design, implement, test, and deploy the required application systems. In the SDP, the Contractor shall explain how the Contractor's corporate system development standards and practices will be applied and discuss its development methodology in detail. The SDP shall also describe the development methodology used by the Contractor. The SDP will be benchmarked against NIST SP 800-64, Revision 2, Security Considerations in the System Development Life Cycle, October 2008 and NIST SP 800-160, Systems Security Engineering: An Integrated Approach to Building Trustworthy Resilient Systems (after becoming final).

Disaster Recovery: Contractor shall create and implement policies, processes and procedures to address the information system security requirements needed for disaster recovery in the event of a disruption of the information service(s) provided. This includes regular review and test of a disaster recovery plan(s) related to recovering the information service(s) provided. Results of all disaster recovery plan tests, exercises or actual events, including but not limited to after-action reports, lessons learned and plan updates will be made available to SEC for review within ten (10) working days of a request by SEC. Furthermore, SEC

will be provided a point of contact for disaster recovery planning and exercise for the information service(s) provided. Contractor shall invite participation from the SEC during tests to ensure SEC is able to access the system(s) and service(s) provided.

Approval of Subcontracts: The Government reserves the right to approve or disapprove any subcontract and any subcontractor selected. Therefore, the Contractor shall obtain the Contracting Officer's approval of all subcontractors and provide copies of subcontracts for any work required by this contract. Subcontractors shall be bound by the same information protection requirements, because they handle the SEC's data. Like the Contractor, the Subcontractor's environment will have to undergo security assessment and authorization, including a facility only used for disaster recovery or alternate processing.

Common Security Configurations: Common security configurations are published on NIST's web site <http://checklists.nist.gov>. NIST's Computer Security Division website is located at <http://csrc.nist.gov>. For more information about the security content automation program, see <http://nvd.nist.gov/scap.cfm>. NIST Special Publication 800-70, Revision 2, National Checklist Program for IT Products: Guidelines for Checklist Users and Developers, February 2011, is located at <http://csrc.nist.gov/publications/nistpubs/800-70-rev2/SP800-70-rev2.pdf>.

Non-public Information and Personally Identifiable Information (PII): The Contractor shall have established policies and procedures in place to safeguard any non-public information, including Personally Identifiable Information (PII) and Information in Identifiable Form (IIF) collected on behalf of the SEC. The policies and procedures shall provide the Contractor's processes for identifying, assessing and mitigating privacy risks associated with PII and IIF. The policies and procedures shall also cover training of employees on their roles and responsibilities for safeguarding PII and IIF collected on behalf of the SEC and incident management of suspected or confirmed loss of PII and/or IIF collected on behalf of the SEC in accordance with OMB's Memorandum Recommendations for Identity Theft Related Data Breach Notification, September 20, 2006, and OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007. The Contractor shall provide a copy of its privacy policies to the Contracting Officer for review and comment by SEC's OIT Security Group. The Contractor shall also provide a copy of the policies and procedures (or otherwise make such policies and procedures available) to all of its employees, agents, and subcontractors assigned to perform the requirements set forth in this contract. The Contractor shall ensure that those individuals adhere to the Contractor's policies and procedures relating to PII, IIF and to Federal requirements and SEC-prescribed policies and procedures for the safe handling of PII and IIF collected on behalf of the SEC, including privacy and security training requirements and privacy incident management. Data stored on portable media shall be encrypted using technology compliant with Federal Information Processing Standard 140-2, using NIST validated products.

The Contractor's employees, agents, and subcontractors shall immediately alert the SEC of any event, including the suspected or confirmed loss of non-public information, including PII collected on behalf of the SEC, that could potentially affect the privacy rights of individuals or which violates any federal law, regulation, mandate or requirement as defined in NIST SP 800-122 by contacting the SEC Information Systems Security point of contact and the SEC Incident Response Team at *CSIRC@sec.gov. The Contractor shall act in accordance with its policies and procedures in the event of any suspected loss of SEC PII and shall support the SEC's investigation and resolution of reported incidents as requested by the SEC. For purposes of this Clause, a "suspected loss of PII" shall be interpreted liberally to mean any situation in which the loss of PII or unapproved access to PII is deemed a reasonable possibility.

Security Requirements for Transmitting Non-public Information, Including PII. Contractors, subcontractors, and SEC inter/intra agency partners handling electronic non-public information, including personally identifiable information (PII) or information in identifiable form (IIF) on behalf of the SEC will be required to meet the following defined Federal requirements when transmitting such data across public networks (i.e., the Internet), storing such data on portable media or transporting data for backup & recovery purposes.

Contractors shall ensure that all processes, procedures and equipment associated with non-public information, including PII or IIF, collected on behalf of the SEC comply with all laws, regulations, and

security mandates as defined by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-61 Revision 2 as well as U.S. government and SEC policies developed to safeguard the confidentiality, integrity and availability of data collected on behalf of the SEC that may contain non-public information, including PII or IIF. In support of these requirements, the Contractor shall have:

- Policies, procedures, and mechanisms designed to restrict access to SEC data on Contractor, subcontractor, or SEC inter/intra agency partner systems exclusively to authorized personnel;

- Policies, procedures, and mechanisms that prevent transmission or disclosure of SEC data to an unauthorized party;

- Policies, procedures, and mechanisms that ensure SEC data on portable devices are encrypted using methods compliant with Federal Information Processing Standard 140-2 (validated); and

- Policies, procedures, and mechanisms that ensure SEC data transmitted between the Contractor and the SEC are protected using encryption compliant with Federal Information Processing Standard 140-2 (validated).

The Contractor shall provide quarterly assessments to the SEC demonstrating that these policies, procedures, and mechanisms continue to be functional, that the Contractor is compliant with these requirements, and that these requirements are effective. SEC reserves the right to verify stated compliance.

Analysis and Evaluation: The Contractor shall fully cooperate with any risk analysis or other evaluation of the Program conducted by the SEC or its representatives, including any evaluation of the Program under the SEC's SA&A Program. Such cooperation shall include, but is not limited to, undergoing an independent audit or risk analysis by the SEC or by a third-party organization approved by the SEC, with such audits to occur not less than once every three (3) years or when there is a significant change to the system. Such evaluations, risk analyses, or audits shall include security tests on the Contractor's devices and the review of the Contractor's own policies, procedures, security scans, tests, or reviews, which the Contractor agrees to provide to the SEC or its representatives upon request. The Contractor will make good faith efforts to remediate any vulnerabilities, issues, or negative findings as a result of any such audit, review, or risk analysis.

Transportation and Storage: Non-digitized data (such as paper documents) containing SEC data must be transported and stored in a manner designed to prevent the unauthorized loss of a document or disclosure of the information in a document. At a minimum this will require written procedures and policies, evidence that these procedures and policies are being followed, records that contractors are being trained on those policies and procedures, along with a physical assessment by the SEC's Office of Information Technology Security of any area where the documents are stored or used.

Suitability Determination: Any person who is to have access to SEC data in any form must first receive a favorable suitability determination as prescribed in the supporting policies for Homeland Security Presidential Directive 12 (HSPD12) which requires all persons who have access to an agency's data or facilities to receive, at a minimum, a background investigation at the level of NACI.

Security Training: Any individual who is to have access to SEC data in any form must complete mandatory data security training within 30 days after being granted access to that data, and annually thereafter.

Unauthorized Access Protection: Devices that may contain digitized copies of SEC data - such as photocopy machines, scanners, and faxes - must be protected against unauthorized access both physical or via computer network or wireless connection and the devices may not be returned, sold, or otherwise disposed of until they have first been scrubbed of SEC data in a manner approved by SEC's Office of Information Technology Security or physically destroyed. Duplication of SEC data that is not directly related to SEC assignments through the use of photocopies, scanning, photography, or Web-cameras, is prohibited.

Destruction: Material or devices containing SEC data can only be destroyed using an SEC-approved process, which may require the provision of certificates of destruction to the SEC.

System Patching and Maintenance: Any information system components must be kept up to date with vendor versions, patches and security updates. No end-of-life or unsupported components may be used on systems that process or store SEC data, regardless of their location.

System Authentication: Any information system that utilizes authentication for access must conform to SEC policies on system access. For systems categorized as FIPS MODERATE, this includes supporting multi-factor authentication using PIV credentials.

6014.00 Use of Contractor Data and/or Materials (23-Mar-09)

The Contractor acknowledges and agrees to the following: The SEC anticipates using the data and/or materials to conduct analyses for use in reports, studies, memoranda, and presentations. The SEC anticipates the following types of situation where analyses based on underlying data may be made public: by the SEC itself (E.g., SEC rulemaking and/or analysis done as part of an inspection or enforcement action), by SEC staff where the SEC is directing or facilitating the publication (e.g., a staff study in response to a Congressional request), by SEC staff facilitating their own private publication where the Commission has not taken a position regarding the publication of the analysis (e.g., a research report to be submitted by the individual staff to an academic conference or journal), and a former employee of the SEC who has substantially completed the analysis while on staff and is facilitating his/her own private publication (e.g., a research report to be submitted to an academic conference or journal). In all of these situations, only "insubstantial amounts" of the licensed data and/or material would be made public and no raw data would be made public, the authors would agree to abide by all contractual terms and conditions, and as the owner/licensor of the data the Contractor would receive attribution and be cited as the data source. "Insubstantial amounts" means an amount that has no independent commercial value and could not be used as a substitute for the service or product or any part of it.

6016.00 Supplies (June 2020)

Space, desk, phone and computer will be made available to on-site contractor personnel at the SEC for use in the performance of their task and will be returned when they are no longer on-site. The Contractor is responsible for providing all other supplies required to perform the contract requirements with exception of those items identified in the contract to be provided by the government.

6017.00 Communicating Non-Public or Sensitive Information (2-May-13)

When communicating "Non-public or Sensitive information" via email, during the period of this contract, the Contractor shall submit all such communications using Zixmail. ZixMail encrypts outgoing messages, decrypts and validates incoming messages, and authenticates both the sender's and recipient's e-mail identities. The Contractor shall use the following instructions for using Zixmail:*

Login at U.S. Securities and Exchange Commission Secure Email Password Authorization (<https://web1.zixmail.net/s/login?b=sec>)

View message under the "Inbox" tab or create and send new messages from the "Compose" tab.

Messages are created and sent similar to a typical e-mail messaging system and include:

Recipients, CC, subject line, body and attachments.

*Notes: "The Contractor must register a new account first at U.S. Securities and Exchange Commission Secure Email Password Authorization (<https://web1.zixmail.net/s/login?b=sec>) prior to reading or sending encrypted messages. The Contractor will be provided with a link to create an account the first time you send them an encrypted message. This link will also be used by the Contractor subsequently to read and compose messages. The Contractor can only send encrypted e-mail messages from the ZixMail portal to SEC employees. All e-mail contents, including attachments, are encrypted when sent using this method."

6019.00 Mandatory Training for Contractor Personnel (June 2020)

a. Contractor employees, agents, and subcontractor personnel (collectively, "Contractor Personnel") must complete initial mandatory training, including the following:

1. Privacy and Information Security Awareness (PISA) & Rules of the Road (RotR)
2. Protecting Nonpublic Information at the SEC for Contractor Personnel
3. Records Management
4. Continuity of Operations (COOP)
5. Physical Security and Safety Awareness Training (PSSAT)
6. Any other required training listed in LEAP for each individual contractor personnel

b. 1. Prior to onboard, PISA/RotR will need to be completed through SEC's external learning management system LEAP Extended. Thereafter, all other mandatory training, for Contractor Personnel with network access, will be available through SEC's online learning management system, LEAP. All mandatory trainings must be completed as soon as practicable, but not later than the deadline shown on the individual Contractor Personnel's LEAP "To Do List".

2. Contractor Personnel with no network access will be assigned all other mandatory trainings in LEAP Extended along with PISA/RotR.

3. Contractor Personnel must complete annual refresher mandatory trainings in accordance with the SEC-wide mandatory training schedule established each year.

c. Additional IT Security Training may be required whenever there is a significant change in the SEC information system environment or procedures or when Contractor Personnel enter a new position that requires additional role-specific training in accordance with 5 CFR 930.301(5)(d).

d. Contract Personnel designated by the government as having "significant IT security responsibilities" may be required to take security training related to their role as directed by the Contracting Officer's Representative (COR).

e. The Contractor shall ensure that all Contractor Personnel assigned to perform the requirements set forth in this contract timely complete all mandatory training requirements.

f. Other SEC provided training shall not be taken unless authorized by the COR in advance.

6020.00 Contractor Workforce Inclusion (18-Aug-15)

a. The Contractor confirms its commitment to equal opportunity in employment and contracting, and that it shall ensure, to the maximum extent possible and consistent with applicable law, the fair inclusion of minorities and women in its workforce.

b. The Contractor shall insert the substance of this contract standard in each subcontract for services awarded for performance of this contract with a dollar value of \$100,000 or more.

c. Within ten (10) business days of a written request from the Director of the Commission's Office of Minority and Women Inclusion (OMWI Director) or designee, or such longer time as the OMWI Director or designee determines, and without any additional consideration, action or authorization required from the OMWI Director, the Contractor shall provide documentation, satisfactory to the OMWI Director, of the actions it has undertaken (and as applicable, the actions each covered subcontractor under the contract has undertaken) to demonstrate its good faith efforts to comply with the aforementioned provisions.

d. For purposes of this contract, "good faith efforts" shall include actions by the Contractor (and as applicable, actions by each covered subcontractor under the Service Contract) to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting to ensure that applicant pools include minorities and women, providing job-related training, or other activity that could lead to removing such barriers.

e. The documentation requested by the OMWI Director or designee to demonstrate good faith efforts may include, but is not limited to, one or more of the following:

1. The total number of Contractor's employees, and the number of employees by race, ethnicity, gender, and job title or EEO-1 Report job category (e.g., EEO-1 Report(s));

2. A list of covered subcontract awards for services under the contract, and for each covered subcontract award, the dollar amount, date of award, and the subcontractor's race, ethnicity, and/or gender ownership status;

3. The contractor's plan for ensuring the fair inclusion of minorities and women in its workforce, including outreach efforts; and

4. For each covered subcontractor, the documentation specified in paragraphs a. and c. above.

f. Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), 12 U.S.C. 5452(c)(3), a Contractor's failure to demonstrate to the OMWI Director that it has made good faith efforts to include minorities and women in its workforce (and as applicable, failure to demonstrate that its subcontractor(s) has made such good faith efforts) may result in termination of the contract for default after the contractor is provided written notice and an opportunity to cure the failure in accordance with the procedures set forth in FAR Subpart 49.402-3(d), other contractual remedies, referral to the Office of Federal Contract Compliance Programs (OFCCP), or other appropriate action.

g. Compliance with this standard does not necessarily satisfy the requirements of EO 11246, as amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that Executive Order, or demonstrate compliance with other FAR clauses that may be included in this contract.

6021.00 Records Management Requirements For Contractors (June 2020)

(a) The contractor must manage federal records in accordance with all applicable laws, regulations, and standard items.

(b) Federal records, as defined in 44 U.S.C. § 3301, include all recorded information, regardless of form or characteristics, made or received by a federal agency under federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Federal Government or because of the informational value of data in them.

(c) The term federal record:

1. Includes SEC records;

2. Does not include personal materials;

3. Applies to records created, received, or maintained by contractors pursuant to their SEC contract, and;

4. May include deliverables and documentation associated with deliverables.

(d)The management of records includes, but is not limited to; secure storage, retrievability, and proper disposition of all federal records including transfer of permanently valuable records to the National Archives and Records Administration (NARA) in a format and manner acceptable to NARA at the time of transfer.

(e)The Federal Records Act, 44 U.S.C. 3101 et seq., requires all federal agencies to create and preserve records of essential functions, activities, and transactions. Other statutory and regulatory requirements that govern federal agency recordkeeping include, but are not limited to:

- Public Law 113-187
- SEC Regulation (SECR) 7-1
- Freedom of Information Act (5 U.S.C. 552)
- Privacy Act (5 U.S.C. 552a)
- 44 U.S.C. 3506
- 36 CFR Chapter XII, Subchapter B
- OMB Circular A-13

(f)The following standard items relate to Federal Government records and information generated during the performance of a contract:

1.The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Securities and Exchange Commission (SEC) shall have rights to use, dispose of, or disclose such data contained therein as set forth in other clauses of the contract.

2.The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Federal Government IT equipment and/or Federal Government records.

3.The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

4.The Contractor shall not create or maintain any records or information containing any Federal Government records that are not specifically tied to or authorized by the contract.

5.The SEC owns the rights to all records that are deliverables under the contract. Other records produced as part of this contract shall be subject to inspection and copying by the SEC for audit, oversight, or other authorized purposes.

6.The SEC owns the rights to electronic information (electronic data, electronic information systems, electronic databases, etc.) and supporting documentation as set forth in other clauses of the contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

7.The Contractor agrees to comply with federal and SEC records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

8.Destruction of records can only occur by following the process outlined in OP7-1c Destruction of SEC Records. The SEC and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may

not be removed from the legal custody of the SEC or destroyed without regard to the provisions of the agency records schedules, litigation/document preservations holds, and open FOIA cases.

6021.01 Records Management Information Technology Requirements (June 2020)

a. All information technology solutions deployed at the SEC must manage electronic records throughout their lifecycle from creation through disposition per statutory and regulatory requirements. To accomplish this requirement, SEC systems and applications must incorporate records management requirements into the design and development as outlined in the National Archives and Records Administration's (NARA) Universal Electronic Records Management Requirements.

b. Statutory and regulatory requirements for electronic records management in the Federal Government include, but are not limited to:

1. 44 U.S.C. Chapter 31: Records Management by Federal Agencies
2. 36 CFR Chapter XII, Subchapter B
3. NARA Bulletin 2015-04: Metadata Guidance for the Transfer of Permanent Electronic Records
4. OMB Circular A-130
5. OMB/NARA Memorandum (M-19-21), Transition to Electronic Records, June 28, 2019

c. The following standard items are mandatory system requirements for managing electronic Federal Government records and related metadata:

1. CAPTURE

- 1.1 The Contractor shall ensure the solution can ingest records and associated metadata in an electronic system.
- 1.2 The Contractor shall ensure the solution can associate and label records with a NARA-approved records schedule.
- 1.3 The Contractor shall ensure the solution can capture all electronic message content as viewed by sender and recipient.
- 1.4 The Contractor shall ensure the solution can retain all names of sender and recipients of electronic messages, including individual members of distributions lists.
- 1.5 The Contractor shall ensure the solution can capture all transmission metadata for electronic messages.

2. MAINTAIN

- 2.1 The Contractor shall ensure the solution can maintain records and associated metadata in a reliable and readable format throughout their lifecycle.
- 2.2 The Contractor shall ensure the solution can prevent the unauthorized destruction, deletion, or modification of records and associated metadata.
- 2.3 The Contractor shall ensure the solution can migrate records and associated metadata to new storage media or formats when necessary to avoid loss due to media decay or technological obsolescence, and conform to a format acceptable to NARA.
- 2.4 The Contractor shall ensure the solution can maintain link between all records and associated metadata through conversion or migration including capturing metadata related to migration process.

2.5 The Contractor shall ensure the solution can backup files in the event of a system failure or other unintentional loss of data.

2.6 The Contractor shall ensure the solution can provide recovery and rebuild procedures to recover and restore records following a system malfunction.

2.7 The Contractor shall ensure the solution can retain backup tapes only as long as required by statute, regulation, or business need. (Note: Backup tapes are not recordkeeping solutions and are used only for incident recovery purposes)

2.8 The Contractor shall ensure the solution can allow changes to the automated records retention policies records to reflect SEC business and legal requirements.

3. CATEGORIZE

3.1 The Contractor shall ensure the solution can label records and their associated metadata as permanent or temporary based on associated records schedules and disposition instructions.

3.2 The Contractor shall ensure the solution can allow authorized users to categorize a record using descriptive metadata based on SEC business practices and NARA transfer requirements.

3.3 The Contractor shall ensure the solution can utilize business rules to process uncategorized records based on related metadata and content attributes.

3.4 The Contractor shall ensure the solution can associate related records based on metadata and content attributes.

4. SEARCH & ACCESS

4.1 The Contractor shall ensure the solution can enable search for all or selected system repositories across the enterprise for content and metadata to determine the existence and location of matching records and produce a list of those records.

4.2 The Contractor shall ensure the solution can retrieve records and associated records through search activities while maintaining appropriate access controls.

4.3 The Contractor shall ensure the solution can assign appropriate access controls.

5. AUDIT/REPORT

5.1 The Contractor shall ensure the solution can populate an audit log documenting all events and actions related to access, retrieval, alteration, and location of records.

5.2 The Contractor shall ensure the solution can generate customizable reports based on audit log data and records holdings.

5.3 The Contractor shall ensure the solution can notify business owners of records eligible for transfer, destruction, and deletion.

6. HOLD

6.1 The Contractor shall ensure the solution can suspend scheduled records transfer and destruction actions upon notification of a FOIA request, litigation hold, or other type of preservation hold.

6.2 The Contractor shall ensure the solution can allow scheduled records transfers and destruction actions to proceed when a preservation hold is removed.

7. DESTROY (Refer to SEC OP7-1c, Destruction of Federal Records for the "DESTROY" requirement)

7.1 The Contractor shall ensure the solution can identify records and their associated metadata eligible for deletion based on records schedules and disposition instructions.

7.2 The Contractor shall ensure the solution can delete records and associated metadata so that they cannot be recovered, reconstructed, or otherwise retrieved.

7.3 The Contractor shall ensure the solution can produce a report of activities to provide evidence of destruction.

7.4 The Contractor shall ensure the solution can align system/application automated retention and disposition settings with the applicable SEC Records Schedule.

8. TRANSFER

8.1 The Contractor shall ensure the solution can identify records and their associated metadata eligible for transfer based on records schedules and disposition instructions.

8.2 The Contractor shall ensure the solution can disable passwords or other forms of file-level encryption that prevent access to records before transfer.

8.3 The Contractor shall ensure the solution can transfer electronic records in a format that is independent of specific hardware or software.

8.4 The Contractor shall ensure the solution can produce a report of activities to provide evidence of the transfer action.

8.5 The Contractor shall ensure the solution can maintain all records and associated metadata in the originating system until migration is complete

6023.00 U.S. Citizenship (April 16, 2020)

Only US citizens may perform work under this contract or agreement. The contractor shall include this language in all subcontracts at any tier.

6024.00 Government Closures And Modified Operations (JUNE 2020)

a. In the event of Government closure or modified operations, performance under this contract, in whole or in part, may be deemed essential by the SEC and required to continue. (For the purpose of this instruction, "Government closure" includes, but is not limited to, those due to local or national emergencies, inclement weather, Government shutdown, administrative closings, or similar Government directed closings. "Modified operations" may include, but is not limited to, recommended/required telework, unavailability of certain Government facilities, or other scenarios where alternative operations are necessary.)

b. The Contractor shall coordinate with the COR or the CO when Government closure or modified operations are anticipated. When not otherwise addressed in the Terms and Conditions of the contract, only a CO may approve requests for telework, work hour changes, alternate work sites, or other accommodations, if necessary.

c. For contract performance that does not continue during a government closure or modified operations, Contractors shall refer to the Terms and Conditions of the contract and their internal company policies, as needed.

d. Unless otherwise specified by statute, Contractors will not be paid for performance that has not occurred. For firm-fixed price contracts, the government reserves the right to renegotiate pricing when work cannot be performed. For other than firm fixed price contracts (i.e., time and materials and labor hour contracts), the contractor will not be reimbursed in the event of a government closure or delayed arrival when work is not performed.

e. This instruction is supplemental and does not preempt conflicting FAR clauses or other federal laws or regulations.

Blockchain Data Subscription Requirements

The U.S. Securities and Exchange Commission (SEC) requires a data source (subscription) for blockchain ledger data to support its efforts to monitor risk, improve compliance, and inform Commission policy with respect to digital assets. This subscription includes but is not limited to the below requirements.

1. Blockchain Types and Composition

- a. At a minimum, the subscription shall include the Bitcoin and Ethereum blockchains.
- b. In addition, the subscription shall include as many as possible of the following blockchains: Bitcoin Cash, Stellar, Zcash, EOS, NEO, and XRP Ledger.
- c. Subscription must support adding new blockchains, as these gain prominence in the marketplace.
- d. The subscription shall source all blockchain data from hosted nodes, rather than providing this data as a secondary source (e.g., via blockchain explorers).
- e. The subscription shall include all derivative currencies (tokens) for all provided blockchains.
- f. The subscription shall include the full blockchain ledgers, since inception (genesis block) or as available, to present, for all provided blockchains.

2. Required Data Fields

- a. The subscription shall include all on-node data for each supplied blockchain, in its entirety.
- b. At a minimum, the subscription shall include the following normalized fields for each blockchain: Ticker symbol; addresses (sent/receiving); transaction hash; transaction timestamp; transaction amounts; unspent balance (sent/receiving); transaction fees; confirmations; block hash; and block height.
- c. Nice to have: Provide cross-referenced data to support attribution intelligence on blockchain transaction data.
- d. Nice to have: Provide overview data for supplied blockchains, including metadata and chain metrics. This data would include things such as hashing algorithms, hashing power, mining difficulty and rewards, transactions quantity and size, coin supply and blockchain size.

3. Data Normalization and Quality

- a. Vendor must run their own node for each supported blockchain. Each node must be synchronized with the network and all processes run in a secure and controlled environment.
- b. Provide means to demonstrate all data provided is accurate and complete.
- c. Provide data in standardized fashion across disparate data sources to facilitate data viewing and consumption.
- d. Provide clear definitions and rigorous methodologies for calculating all derived metrics.

Blockchain Data Subscription Requirements

- e. Demonstrate level of rigor of data cleansing and normalization meets requirements of financial statement audit testing.
- f. If attribution data supplied, describe processes and data sources for blending blockchain data with attribution data points for deriving insights.

4. Data Provisioning and Frequency

- a. Data shall be provided to the Commission using a secure, encrypted data feed (push).
- b. One of following transmission protocols must be used: SFTP or IBM ConnectDirect. For SFTP, authentication can be via public or private key.
- a. Data feed shall provide all historic information for full blockchains, from genesis block or as available, in a one-time data transfer and following that, provide updates on a daily basis.
- b. Provide enterprise data license: Data must be enabled for full enterprise use, including data access and data-sharing.
- c. Nice to have: Provide an additional API transmission option.

Digital Asset Market Data Requirements

The U.S. Securities and Exchange Commission (SEC) requires a data source (subscription) for digital asset market data to support its efforts to monitor risk, improve compliance, and inform Commission policy with respect to digital assets. This subscription includes but is not limited to the below requirements.

1) Market Data Sources

Exchange Data:

- a) The subscription shall include complete digital asset coverage for all active, global digital asset exchanges for which data is available.
- b) Nice to Have: The subscription shall include digital asset coverage of available data on inactive exchanges, as well as defunct digital assets on active and inactive exchanges, in a historic data feed (see section 4).
- c) The subscription shall include market data from exchanges with anonymous transactions. This includes non-custodial exchanges and exchanges without complete Know Your Customer (KYC) processes.
- d) The subscription shall support adding new digital assets and digital asset exchanges, as these launch in the marketplace.

Additional Market Data:

- e) The subscription shall include digital asset market data for all available Over-The-Counter (OTC) transactions.
- f) The subscription shall include digital asset market data derived from all available on-chain sources.

Supporting Data:

- g) Nice to Have: Provide data from supplemental sources such as news feeds to provide insights and intelligence on market data supplied.

2) Data Elements

- a) Provide market data per source (e.g., individual exchange) vs. aggregated per digital asset. This applies to centralized and non-custodial exchange data, as well as to all other included sources.
- b) The following data elements are required for each source and digital asset pair, as available:
 - i) Data source (e.g., exchange name);
 - ii) Digital asset name;
 - iii) Symbol;
 - iv) Date of market information;
 - v) Daily high price (USD);
 - vi) Daily low price (USD);

Digital Asset Market Data Requirements

- vii) Daily open price (USD);
 - viii) Daily close price (USD);
 - ix) Intraday pricing (USD) at minimum in 15 minute intervals or greater frequency, as available;
 - x) Volume Weighted Average Price (VWAP) at close;
 - xi) Currency-pair pricing to other digital assets, as available;
 - xii) Circulating supply volume (Open, Close, Daily Low, Daily High, 24h, 7d, 30d); and
 - xiii) Market capitalization (historic high, low, and real-time).
- c) Provide overview data for each digital asset, including elements such as inception date, blockchain, and interpretative data for significant asset events (e.g. hard fork in blockchain).
 - d) Nice to have: Provide data on margin, short selling volume, lending rates, and derivatives of covered digital assets.
 - e) Nice to Have: Provide relevant order book data such as quantities, prices, and timestamps.
 - f) Nice to Have: Provide data captured from various sources such as news feeds to support market data analysis.

3) Data Normalization and Quality

- a) Provide means to demonstrate all provided data is accurate and complete. Ensure no data is removed from the raw data set and that there are no data gaps, other than pre-defined intervals.
- b) Provide data in standardized fashion across disparate data sources to facilitate data viewing and consumption.
- c) Demonstrate level of rigor of data cleansing and normalization meets requirements of financial statement audit testing, including processing and verifying data in a controlled, secure environment.
- d) Provide access to non-standardized data for in-depth analysis.
- e) Source all market data directly from data sources, such as exchanges.
- f) Provide clear definitions and rigorous methodologies for calculating all derived metrics.
- g) Demonstrate process to detect data issues such as gaps and to flag for review and resolution.
- h) Provide clear audit trail for all data updates to support data consumption and issue resolution.

Digital Asset Market Data Requirements

4) Historical Data Provisioning

- a) Include market data for a minimum of five years, or since the inception of the digital asset or data source (e.g., exchange), for all included data sources and digital assets.
- b) Provide all daily market data fields (section 2) in historical data feed.
- c) Nice to have: Provide data for defunct digital assets and sources (e.g., exchanges), which were active in preceding five years.

5) Data Provisioning and Frequency

- a) Data shall be provided to the Commission using a secure, encrypted data feed (push).
- b) One of following transmission protocols must be used: SFTP or IBM ConnectDirect. For SFTP, authentication can be via public or private key.
- c) Data feed must provide all historic information in a one-time data transfer and following that, provide updates on a daily basis.
- d) Provide enterprise data license: Data must be enabled for full enterprise use, including data access and data-sharing.
- e) Nice to have: Provide an additional API transmission option.

Digital Asset Market Intelligence Requirements

The U.S. Securities and Exchange Commission (SEC) requires a subscription for digital asset market intelligence to support its efforts to monitor risk, improve compliance, and inform Commission policy with respect to digital assets. This subscription includes but is not limited to the below requirements.

1. Market Coverage and Analysis

- a. The subscription shall include detailed coverage and profile analysis of digital asset companies, leading projects, and protocols.
- b. The subscription shall include tracking and analysis of digital asset marketplace adoption, including institutional and retail financial sectors.
- c. The subscription shall include timely digital asset news and analysis on the digital asset ecosystem, including macro-level events and events related to specific digital assets and firms.
- d. The subscription shall include market commentary and analysis on the spot and derivatives digital asset markets.
- e. The subscription shall include detailed coverage of digital asset thematic and emerging trends (e.g., decentralized finance, staking, lending, and insurance).
- f. The subscription shall include market commentary and analysis on second-layer protocols and transactions (e.g., Lightning Network).
- g. Nice to have: The subscription shall include analysis and tracking of digital asset network participation metrics (e.g., number of validators/nodes and projects built on protocols).
- h. Nice to have: The subscription shall include analysis and tracking of digital asset network usage metrics (e.g., investment activity versus commercial transaction activity).

2. Regulatory Coverage

- a. Nice to have: The subscription shall include information on all areas of civil and criminal digital-asset-related litigation, including pre-trial investigations, defense and prosecution developments, trial proceedings and outcomes, and post-trial developments.
- b. Nice to have: With respect to Requirement 1 (a), the subscription shall include but not be limited to, the following:
 - i. Information on stakeholders involved;
 - ii. Key legal and factual issues; and
 - iii. Rulings and settlements.
- c. Nice to have: The subscription shall include intelligence on global digital-asset regulatory developments.

Digital Asset Market Intelligence Requirements

- d. Nice to have: The subscription shall include coverage of digital-asset related publications from domestic and foreign regulators (e.g., CFTC, FCA), regulatory associations (e.g., IOSCO), and non-governmental organizations (e.g., World Economic Forum).

3. Data Delivery

- a. The subscription shall provide report and data updates with a minimum of a monthly frequency.
- b. The subscription shall support a select number of direct user accounts and enterprise-wide data sharing of all outputs (i.e. reports and data).
- c. The subscription shall provide robust privacy safeguards of user activity, including not monitoring or saving queries and providing SEC with generic access credentials (i.e. not to include "SEC" or SEC staff names).
- d. The subscription shall employ Transport Layer Security (TLS) encryption between the client browser and the vendor's system.

EXHIBIT 3

Declaration for Federal Employment*

(*This form may also be used to assess fitness for federal contract employment)

Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. **A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).**

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U. S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 26, 1996) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3206-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

Declaration for Federal Employment*

(*This form may also be used to assess fitness for federal contract employment)

GENERAL INFORMATION

1. **FULL NAME** (Provide your full name. If you have only initials in your name, provide them and indicate "Initial only". If you do not have a middle name, indicate "No Middle Name". If you are a "Jr.," "Sr.," etc. enter this under Suffix. First, Middle, Last, Suffix)

◆ MARK EDUARDO PHILLIPS

2. **SOCIAL SECURITY NUMBER**

◆ [REDACTED]

- 3a. **PLACE OF BIRTH** (Include city and state or country)

◆ [REDACTED]

- 3b. **ARE YOU A U.S. CITIZEN?**

☒ YES ☐ NO (If "NO", provide country of citizenship) ◆

4. **DATE OF BIRTH** (MM / DD / YYYY)

◆ [REDACTED]

5. **OTHER NAMES EVER USED** (For example, maiden name, nickname, etc)

◆

◆

6. **PHONE NUMBERS** (Include area codes)

Day ◆ [REDACTED]

Night ◆

Selective Service Registration

If you are a male born after December 31, 1959, and are at least 18 years of age, civil service employment law (5 U.S.C. 3328) requires that you must register with the Selective Service System, unless you meet certain exemptions.

- 7a. Are you a male born after December 31, 1959?

☒ YES☐ NO (If "NO", proceed to 8.)

- 7b. Have you registered with the Selective Service System?

☒ YES (If "YES", proceed to 8.)☐ NO (If "NO", proceed to 7c.)

- 7c. If "NO," describe your reason(s) in item 16.

Military Service

8. Have you ever served in the United States military?

☐ YES (If "YES", provide information below) ☒ NO

If you answered "YES," list the branch, dates, and type of discharge for all active duty.

If your only active duty was training in the Reserves or National Guard, answer "NO."

Branch	From (MM/DD/YYYY)	To (MM/DD/YYYY)	Type of Discharge

Background Information

For all questions, provide all additional requested information under item 16 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 9, 10, and 11, your answers should include convictions resulting from a plea of *nolo contendere* (no contest), but omit (1) traffic fines of \$300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar state law, and (5) any conviction for which the record was expunged under Federal or state law.

9. During the last 7 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved. ☒ YES ☐ NO

10. Have you been convicted by a military court-martial in the past 7 years? (If no military service, answer "NO.") If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved. ☐ YES ☒ NO

11. Are you currently under charges for any violation of law? If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved. ☐ YES ☒ NO

12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address. ☐ YES ☒ NO

13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt. ☐ YES ☒ NO

Declaration for Federal Employment*

(*This form may also be used to assess fitness for federal contract employment)

Additional Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister.) If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relative works. ☐ YES ☒ NO
15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service? ☐ YES ☒ NO

Continuation Space / Agency Optional Questions

16. Provide details requested in items 7 through 15 and 18c in the space below or on attached sheets. Be sure to identify attached sheets with your name, Social Security Number, and item number, and to include ZIP Codes in all addresses. If any questions are printed below, please answer as instructed (these questions are specific to your position and your agency is authorized to ask them).

SEE ATTACHMENT

Certifications / Additional Questions

APPLICANT: If you are applying for a position and have not yet been selected, carefully review your answers on this form and any attached sheets. When this form and all attached materials are accurate, read item 17, and complete 17a.

APPOINTEE: If you are being appointed, carefully review your answers on this form and any attached sheets, including any other application materials that your agency has attached to this form. If any information requires correction to be accurate as of the date you are signing, make changes on this form or the attachments and/or provide updated information on additional sheets, initialing and dating all changes and additions. When this form and all attached materials are accurate, read item 17, complete 17b, read 18, and answer 18a, 18b, and 18c as appropriate.

17. I **certify** that, to the best of my knowledge and belief, all of the information on and attached to this Declaration for Federal Employment, including any attached application materials, is true, correct, complete, and made in good faith. I **understand that a false or fraudulent answer to any question or item on any part of this declaration or its attachments may be grounds for not hiring me, or for firing me after I begin work, and may be punishable by fine or imprisonment.** I **understand** that any information I give may be investigated for purposes of determining eligibility for Federal employment as allowed by law or Presidential order. I **consent** to the release of information about my ability and fitness for Federal employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, personnel specialists, and other authorized employees or representatives of the Federal Government. I **understand** that for financial or lending institutions, medical institutions, hospitals, health care professionals, and some other sources of information, a separate specific release may be needed, and I may be contacted for such a release at a later date.

17a. Applicant's Signature: Mark Phillips Date 6/27/2021
(Sign in ink)

17b. Appointee's Signature: _____ Date _____
(Sign in ink)

Appointing Officer:

Enter Date of Appointment or Conversion
MM / DD / YYYY

18. **Appointee (Only respond if you have been employed by the Federal Government before):** Your elections of life insurance during previous Federal employment may affect your eligibility for life insurance during your new appointment. These questions are asked to help your personnel office make a correct determination.

18a. When did you leave your last Federal job? _____
MM / DD / YYYY

DATE:

18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance? ☐ YES ☐ NO ☐ DO NOT KNOW

18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled. ☐ YES ☐ NO ☐ DO NOT KNOW

Mark Phillips.

SSN [REDACTED]

Regarding background information question no. 9

...during the last 7 years have you been...

1. convicted of misdemeanor complaint case no. INM1802680 on or about June 23, 2019. The People of the State of California vs. Mark Edward Phillips, in County of Riverside. Original arrest by Riverside Police Department on or about May 17th, 2018. Court disposition of community service. Indio Superior Court, 47671 Oasis Street, Indio, California 92201. Riverside Police Department 46057 Oasis Street, Indio, California 92201.
2. probation, resulting from USA v. Phillips, Case No. 2:10-CR-00269-JCC filed on or about September 1, 2010 and supervised release ending on or about October 2015. Western District of Washington, 700 Stewart Street, Seattle, WA 98101.

EXHIBIT 4



U.S. Securities and Exchange Commission
Personnel Security Operations Branch
Fingerprint Privacy Act Advisement

Purpose

As an SEC appointee with a conditional offer, employee, contractor, student, or other person requesting access to SEC facilities or information, who is the subject of a national fingerprint-based criminal history records check, you have certain rights with respect to the collection and use of your fingerprints and to the accuracy of the information obtained from the check.

Acknowledgment

I am hereby advised that my fingerprints will be used to check the Criminal History Record Information (CHRI) of the Federal Bureau of Investigation (FBI). I acknowledge by my signature below that I have been provided with the Privacy Act Statement, located on the second page of this form, prior to the submission of my fingerprints and associated personal information.

If the CHRI sent to the SEC by the FBI based on a check of my fingerprints shows a criminal history, the officials making a determination of my fitness or suitability for employment and/or national security decision must provide me with an opportunity to complete or challenge the accuracy of the information in the Record. I understand that I may submit a challenge request directly to the FBI at <https://www.edo.cjis.gov> or by sending the challenge request in writing to the FBI at FBI CJIS Division, Attention: Criminal History Analysis Team 1, 1000 Custer Hollow Road, Clarksburg, WV 26306.

I understand that the SEC will not take adverse action against me, based in whole or in part upon the CHRI, without first providing access to a copy of the CHRI. I will further be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny fitness or suitability, or reach an unfavorable national security decision based on information in the criminal history record.

Copies of this acknowledgment that show my signature are as valid as the original. This acknowledgment is valid until the termination of my affiliation with the SEC.

1. Name (Last/Family) <i>PHILLIPS</i>	2. First (Given) <i>MARK</i>	3. Middle (or NMN) <i>E</i>	4. Other Names Used <i>NA</i>	5. Suffix <i>NA</i>
6. Home Street Address [REDACTED]				
7. City <i>BELLEVUE</i>	8. State <i>WA</i>	9. Zip Code <i>98005</i>	10. Phone Number [REDACTED]	

mark phillips
 Signature (full name in ink)

6/27/2021
 Date Signed (mm/dd/yyyy)

Note: The officials receiving the CHRI will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation, or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

EXHIBIT 5



U.S. Securities and Exchange Commission
Personnel Security Operations Branch
Authorization for Release of Credit Information

Purpose

Information provided by the signee will be furnished to the consumer reporting agency in order to obtain information in connection with a background investigation pursuant to the Fair Credit Reporting Act (15 U.S.C. §1681) to determine (1) fitness for Federal employment, (2) clearance to perform contractual service for the Federal government, and/or (3) eligibility for a sensitive position or access to classified information.

Authorization

I authorize the investigative agency, any investigator, or other duly accredited representative of the US Securities and Exchange Commission (SEC) conducting my background investigation to obtain such reports from any consumer reporting agency for employment purposes described above.

In obtaining this information, the SEC is in compliance with all relevant provisions of the Fair Credit Reporting Act (15 U.S.C. §1681).

I understand that the SEC will not take adverse action against me, based in whole or in part upon the credit report, without first providing access to a copy of the credit report or a written description of my rights as described in 15 U.S.C. §1681 and amendments or use any information from the consumer report in violation of any applicable Federal or state Equal Employment Opportunity (EEO) law or regulation.

Copies of this authorization that show my signature are as valid as the original release. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal government, whichever is sooner.

1. Name (Last/Family) PHILLIPS	2. First (Given) MARK	3. Middle (or NMN) E	4. Other Names Used NA	5. Suffix NA
6. Home Street Address [REDACTED]				
7. City BELLEVUE	8. State WA	9. Zip Code 98005	10. Phone Number [REDACTED]	

mark phillips

Signature (full name in ink)

01/27/2021

Date Signed (mm/dd/yyyy)

Note: If you have a security freeze on your consumer or credit report file, then the SEC and its designated parties may not be able to complete your investigation, which can adversely affect your eligibility for employment or clearance to perform contractual services. To avoid such delays, you should request that the consumer reporting agencies lift the freeze in these instances.

EXHIBIT 6

CONSULTING AGREEMENT
Effective Date: July 19, 2021

This Consulting Agreement (the "Agreement") is made as of the Effective Date set forth above by and between Merkaba Inc., a corporation ("Client") and the consultant named on the signature page hereto ("Consultant").

1. Engagement of Services. Client may issue Project Assignments to Consultant in the form attached to this Agreement as Exhibit A (each, a "Project Assignment"). Subject to the terms of this Agreement, Consultant will render the services set forth in Project Assignment(s) accepted by Consultant (the "Services") by the completion dates set forth therein. Except as otherwise provided in the applicable Project Assignment, Consultant will be free of control and direction from the Client (other than general oversight and control over the results of the Services), and will have exclusive control over the manner and means of performing the Services, including the choice of place and time. Consultant will provide, at Consultant's own expense, a place of work and all equipment, tools and other materials necessary to complete the Services; however, to the extent necessary to facilitate performance of the Services, Client may, in its discretion, make certain of its equipment or facilities available to Consultant at Consultant's request. While on the Client's premises, Consultant agrees to comply with Client's then-current access rules and procedures, including those related to safety, security and confidentiality. Consultant agrees and acknowledges that Consultant has no expectation of privacy with respect to Client's telecommunications, networking or information processing systems (including stored computer files, email messages and voice messages) and that Consultant's activities, including the sending or receiving of any files or messages, on or using those systems may be monitored, and the contents of such files and messages may be reviewed and disclosed, at any time, without notice.

2. Compensation. Client will pay Consultant the fee set forth in each Project Assignment for Services rendered pursuant to this Agreement as Consultant's sole compensation for such Services. Consultant will be reimbursed only for expenses that are expressly provided for in a Project Assignment or that have been approved in advance in writing by Client, provided Consultant has furnished such documentation for authorized expenses as Client may reasonably request. Payment of Consultant's fees and expenses will be in accordance with the applicable Project Assignment. Upon termination of this Agreement for any reason, Consultant will be paid fees on the basis stated in the Project Assignment(s) for work that has been completed. Unless otherwise provided in a Project Assignment, payment to Consultant of undisputed fees will be due 30 days following Client's receipt of an invoice that contains accurate records of the work performed that are sufficient to substantiate the invoiced fees.

3. Ownership of Work Product. Consultant hereby irrevocably assigns to Client all right, title and interest worldwide in and to any deliverables specified in a Project Assignment and to any ideas, concepts, processes, discoveries, developments,

formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by Consultant (whether alone or jointly with others) for Client during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (collectively, the "Work Product").

Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's ownership of the Work Product. Consultant agrees to execute, at Client's request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, any copyright assignment or patent assignment provided by the Client. Consultant hereby irrevocably appoints Client as Consultant's attorney-in-fact for the purpose of executing such documents on Consultant's behalf, which appointment is coupled with an interest. At Client's request, Consultant will promptly record any such patent assignment with the United States Patent and Trademark Office. Client will reimburse Consultant for any reasonable out-of-pocket expenses actually incurred by Consultant in fulfilling its obligations under this section. Consultant will deliver each item of Work Product specified in each Project Assignment and disclose promptly in writing to Client all other Work Product.

4. Other Rights. If Consultant has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product that cannot be assigned, Consultant hereby unconditionally and irrevocably grants to Client an exclusive (even as to Consultant), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Consultant has any rights in the Work Product that cannot be assigned or licensed, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client or Client's customers.

5. License to Preexisting IP. Consultant agrees not to use or incorporate into Work Product any intellectual property developed by any third party or by Consultant other than in the course of performing services for Client ("Preexisting IP") unless the Preexisting IP has been specifically identified and described in the applicable Project Assignment. In the event Consultant uses or incorporates Preexisting IP into Work Product, Consultant hereby grants to Client a non-exclusive, worldwide, fully-paid and royalty-free, irrevocable, perpetual license, with the right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product.

6. Representations and Warranties. Consultant represents and warrants that: (a) the Services will be performed in a professional manner and in accordance with the industry standards and the Work Product will comply with the requirements set forth in the applicable Project Assignment, (b) the Work Product will be an original work of

Consultant, (c) Consultant has the right and unrestricted ability to assign the ownership of Work Product to Client as set forth in Section 3 (including without limitation the right to assign the ownership of any Work Product created by Consultant's employees or contractors), (d) neither the Work Product nor any element thereof will infringe upon or misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (e) Consultant has an unqualified right to grant to Client the license to Preexisting IP set forth in Section 5, (f) none of the Work Product incorporates any software code licensed under the GNU General Public License or Lesser General Public License or any other license that, by its terms, requires or conditions the use or distribution of

such code on the disclosure, licensing, or distribution of any source code owned or licensed by Client, except as expressly agreed by the Client in writing, and (g) Consultant will comply with all applicable federal, state, local and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions. Consultant further represents and warrants that Consultant is self-employed in an independently established trade, occupation, or business; maintains and operates a business that is separate and independent from Client's business; holds himself or herself out to the public as independently competent and available to provide applicable services similar to the Services; has obtained and/or expects to obtain clients or customers other than Client for whom Consultant performs services; and will perform work for Client that Consultant understands is outside the usual course of Client's business. Consultant agrees to indemnify and hold Client harmless from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Consultant of the representations and warranties set forth in this Section 6.

7. Independent Contractor Relationship. Consultant's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Client and any of Consultant's employees or agents. Consultant is not authorized to make any representation, contract or commitment on behalf of Client. Consultant (if Consultant is an individual) and Consultant's employees will not be entitled to any of the benefits that Client may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Because Consultant is an independent contractor, Client will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on behalf of Consultant. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records

of, expenses incurred in the course of performing Services under this Agreement. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law. If, notwithstanding the foregoing, Consultant is reclassified as an employee of Client, or any affiliate of Client, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, Consultant agrees that Consultant will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Client.

8. Confidential Information. During the term of this Agreement and thereafter Consultant (i) will not use or permit the use of Client's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, (ii) will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and (iii) will not disclose such Confidential Information to any third parties except as set forth in this section and in Section 9 below. Consultant will protect Client's Confidential Information from unauthorized use, access or disclosure in the same manner as Consultant protects its own confidential information of a similar nature, but in no event will it exercise less than reasonable care. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between Client and Consultant, nothing in this Agreement shall limit Consultant's right to report possible violations of law or regulation with any federal, state, or local government agency. "Confidential Information" as used in this Agreement means all information disclosed by Client to Consultant, whether during or before the term of this Agreement, that is not generally known in the Client's trade or industry and will include, without limitation: (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Consultant in the course of Client's business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Consultant, (y) is disclosed to Consultant by a third party without restrictions on disclosure, or (z) was in Consultant's lawful possession without obligation of confidentiality prior to the

disclosure and was not obtained by Consultant either directly or indirectly from Client. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that Consultant will first have given notice to Client and will have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of the Confidential Information. Notwithstanding the foregoing nondisclosure obligations, pursuant to 18 U.S.C. Section 1833(b), Consultant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8.1 Personal Information. With respect to any Confidential Information that constitutes personal data, personal information, personally identifiable information or similar information under applicable privacy or data security laws (collectively, “Personal Information”), Consultant shall not (i) sell Personal Information or (ii) retain, use or disclose Personal Information for any purpose other than the specific purpose of providing the Services.

For the avoidance of doubt, the foregoing prohibits Consultant from “selling” Personal Information, as defined in the California Consumer Privacy Act of 2018 (as amended, the “CCPA”), and from retaining, using, or disclosing Personal Information outside of the direct business relationship between Consultant and Company or for a “commercial purpose” (as defined in the CCPA). Consultant hereby certifies that it understands the obligations under this Section 8.1 and will comply with them. (a) Consultant shall use reasonable security measures appropriate to the nature of any Personal Information in its possession or control to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure. (b) The parties acknowledge and agree that Consultant’s access to Personal Information is not part of the consideration exchanged by the parties in respect of the Agreement. (c) If any individual contacts Consultant to make a request pertaining to their Personal Information, Consultant shall promptly forward the request to the Company and shall not respond to the individual except as instructed by Company. Consultant shall promptly take such actions and provide such information as Company may request to help Company fulfill requests of individuals to exercise their rights under the applicable privacy or data security laws, including, without limitation, requests to access, delete, opt-out of the sale of, or receive information about the processing of, Personal Information pertaining to them. Consultant agrees to cooperate with Company to further amend the Agreement as may be necessary to address compliance with applicable privacy or data security laws.

9. Consultant's Employees, Consultants and Agents. Consultant shall have the right to disclose Confidential Information only to those of its employees, consultants, and agents who have a need to know such information for the purpose of performing Services and who have entered into a binding written agreement that is expressly for the benefit of Client and protects Client's rights and interests in and to the Confidential Information to at least the same degree as this Agreement. Client reserves the right to refuse or limit Consultant's use of any employee, consultant or agent or to require Consultant to remove any employee, consultant or agent already engaged in the performance of the Services. Client's exercise of such right will in no way limit Consultant's obligations under this Agreement. **10. Term and Termination.**

10.1 Term. The initial term of this Agreement is for 1 month from the Effective Date set forth above, unless earlier terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew on its monthly anniversary date, for additional 1-month terms, unless Client provides written notice prior to any such monthly anniversary date that the Agreement will not renew.

10.2 Termination Without Cause. Client may terminate this Agreement with or without cause, at any time upon 5 days' prior written notice to Consultant. Consultant may terminate this Agreement without cause, at any time when no Project Assignment is in effect upon 15 days' prior written notice to Client.

10.3 Termination for Cause. Either party may terminate this Agreement immediately in the event the other party has materially breached the Agreement and failed to cure such breach within 3 days after notice by the non-breaching party is given. **10.4 Survival.** The rights and obligations contained in Sections 3 ("Ownership of Work Product"), 4 ("Other Rights"), 5 ("License to Preexisting IP"), 6 ("Representations and Warranties"), 8 ("Confidential Information") and 12 ("Non solicitation") will survive any termination or expiration of this Agreement.

11. No Conflicts. Consultant will refrain from any activity, and will not enter into any agreement or make any commitment, that is inconsistent or incompatible with Consultant's obligations under this Agreement, including Consultant's ability to perform the Services. Consultant represents and warrants that Consultant is not subject to any contract or duty that would be breached by Consultant's entering into or performing Consultant's obligations under this Agreement or that is otherwise inconsistent with this Agreement.

12. Non-solicitation. Consultant agrees that during the Term of this Agreement, and for one year thereafter, Consultant will not either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of Client to terminate his, her or its relationship with Client in order to become an employee, consultant, or independent contractor to or for any other person or entity.

13. Successors and Assigns. Consultant may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreement without Client's prior written consent. Any attempted assignment in violation of the

foregoing will be null and void. Subject to the foregoing, this Agreement will be for the benefit of Client's successors and assigns, and will be binding on Consultant's assignees.

14. Notices. Any notice required or permitted by this Agreement will be in writing and will be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice will be sent to the addresses set forth below or such other address as either party may specify in writing.

15. Governing Law. This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

16. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

17. Waiver. The waiver by Client of a breach of any provision of this Agreement by Consultant will not operate or be construed as a waiver of any other or subsequent breach by Consultant. Injunctive Relief for Breach. Consultant's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Consultant for Client; provided, however, that in the event of any conflict between the terms of this Agreement and any Project Assignment, the terms of the applicable Project Assignment will control, provided that the Project Assignment specifically calls out the applicable Section number of this Agreement to be superseded and has been signed by an authorized officer of Client. This Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

The parties have executed this Agreement as of the Effective Date.

CLIENT: Merkaba, Inc.

By: Jon Gordon

Signature _____

Email: jon@merkaba.network

Address: 31 NE 17th St #216, Miami, FL 33132

CONSULTANT:

Name: Mark Phillips

Signature _____

Email Address: mark.phillips@protonmail.com

Address: Law Offices of Reed Yurchak, 1215 120th Ave N.E. Ste. 110, Bellevue, WA 98005

For copyright registration purposes only, Consultant must provide the following information:

Date of Birth: **REDACTED**_____

Nationality or domicile: USA

EXHIBIT A

Project Assignment #1 Under Consulting Agreement

Dated: August 2, 2021

Fees and Reimbursement

- Title: Blockchain Architect
- Cash Fee: \$125 USD per hour.
- Maximum number of hours per week: 40
- 6-month contract
- Consultant will be reimbursed for third party expenses (at cost) if approved in writing in advance by Client.
- Consultant will invoice Client monthly for services and expenses and will provide such reasonable receipts or other documentation of expenses as Client might request, including copies of time records.
- Payment terms: Client will be invoiced on the first day of each month for services rendered and expenses incurred during the previous month.

EXHIBIT B
Project Assignment #1 Under Consulting Agreement

Dated: August 2, 2021

Project:

- Review Project Whitepaper, marketing deck and other key deliverables
- Provide on-going iterative feedback on feasibility and assist with implementation plan
- Work with team to test certain scenarios and risk environments of the project
- Collaborate with other team members on strategy.

Assignment:

- Provide written feedback of deliverables
- Provider proposed roadmaps, implementation plans, feedback and challenges to existing structure
- Discuss alternative strategies for project design, token economics, and development approaches.

The parties have executed this Agreement as of the Effective Date.

TITLE	Mark Phillips <> Merkaba Consulting Agreement
FILE NAME	CONSULTING AGREEMENT - Mark Phillips.pdf
DOCUMENT ID	46506cd52ef1d284485e7eeac50a73bcef50533a
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

07 / 22 / 2021

20:02:29 UTC

Sent for signature to Jon Gordon (jon@merkaba.network) and Mark Phillips (mark.phillips@protonmail.com) from kiel@intelletec.com
IP: 76.168.187.141



VIEWED

07 / 22 / 2021

20:05:05 UTC

Viewed by Mark Phillips (mark.phillips@protonmail.com)
IP: 67.171.23.171



SIGNED

07 / 22 / 2021

20:05:37 UTC

Signed by Mark Phillips (mark.phillips@protonmail.com)
IP: 67.171.23.171



VIEWED

07 / 22 / 2021

20:20:03 UTC

Viewed by Jon Gordon (jon@merkaba.network)
IP: 174.61.29.39



SIGNED

07 / 22 / 2021

20:20:44 UTC

Signed by Jon Gordon (jon@merkaba.network)
IP: 174.61.29.39



COMPLETED

07 / 22 / 2021

20:20:44 UTC

The document has been completed.

EXHIBIT 7

CONFIDENTIAL INDEPENDENT CONTRACTOR AGREEMENT

This Confidential Independent Contractor Agreement (“Agreement”) is entered as of December 6, 2021, by and between **Ryan Breslow** (“Breslow”) and **Mark Phillips** (“Phillips”)(collectively, the “parties”), on the terms and conditions set forth below:

1. Scope of Work. Breslow hereby engages Phillips to work exclusively on a decentralized autonomous organization (“DAO”), and to fully develop and launch the DAO on or before January 1, 2022, as described more specifically in “**Exhibit A**” to this Agreement, which is incorporated herein. The parties agree that time is of the essence and that Phillips’ timely completion of the work described herein -- i.e., the successful development and launch of the DAO by January 1, 2022 consistent with “**Exhibit A**” -- is a material term of this Agreement and triggers the pecuniary obligations set forth below. Accordingly, and in connection with this Agreement, Phillips shall devote his best efforts, time and attention to the development and launch of the DAO.

2. Compensation to Phillips.

(a) In consideration of this Agreement, Breslow shall deposit \$1,000,000.00 (one million dollars USD) into an attorney trust fund (IOTA) account mutually designated by the parties, which shall comprise remuneration to be paid to Phillips for successfully performing this Agreement, and which shall be released to Phillips on January 1, 2022, following Breslow’s written confirmation of Phillips full and timely performance hereunder. Breslow shall deposit this money concurrent with or shortly after the execution of this document. All funds contemplated in this Agreement shall be paid to Phillips on January 1, 2022, following his full and timely performance hereunder. However, if the DAO has not been fully developed and launched by January 1, 2022, and fully consistent with this Agreement and the tasks set forth in “**Exhibit A**” hereto, Phillips may be entitled to only a portion of the compensation, with the remaining funds to be released from the IOTA account and returned to Breslow without delay. Determination of the partial payment will be based on a mutually agreeable determination of completeness between Breslow and Phillips, which will be exercised in good faith. This determination shall be based on an estimated completeness of the deliverables outlined in Exhibit A.

(b) The Parties further agree that upon the successful and timely launch of the DAO as described herein and in “**Exhibit A**” hereto, Phillips shall receive 10% (ten percent) of the Founder’s pool of tokens generated by the DAO. The Founder’s pool shall be all tokens awarded to the Founders (Breslow, and others to be determined) concurrent with the launch of the DAO.

3. Subcontractor & Related Project Expenses. Breslow shall deposit into the trust of Attorney Reed Yurchak the sum of \$1,000,000.00 (one million dollars USD) no later than December 14, 2021, which funds are also intended as advances on subcontractor and other related expenses that Phillips shall incur in connection with the implementation and launch of the DAO (the “Advance Funds”). The parties agree that the Advanced Funds are essential to timely establish the DAO. Phillips shall keep detailed records of all expenditures incurred in connection with the establishment of the DAO and provide correct copies to Breslow upon request. In the event the launch of DAO is not timely completed by January 1, 2022, as contemplated herein, all remaining Advance funds in escrow shall be returned to Breslow without waiver and under a reservation of

Breslow's rights. Breslow shall otherwise reimburse Phillips for all overhead, expenses, and subcontracted labor or talent deemed reasonably necessary by the parties in timely completing the DAO by January 1, 2022.

4. Phillips' Obligations. Phillips shall devote his best efforts, time and attention to the development and launch of the DAO by the January 1, 2022 deadline. The Parties are aware that Phillips is developing software for the Securities and Exchange Commission ("SEC") Exams Division related to blockchain surveillance and monitoring. The Parties agree that Phillips will substantially resign and conclude his involvement upon Breslow's deposit into the IOTA of the funds described in paragraph 2, and that the compensation contemplated herein is, in part, based upon the loss of significant future benefits, opportunities, and income were he to continue his present engagement. The parties further note that Phillips' responsibilities related to work for the SEC provide him access to current and future blockchain surveillance plans and he has been granted a security clearance, which information has not and shall not at any time be disclosed by Phillips in any manner for any reason. Phillips shall keep Breslow fully informed regarding the completion of the DAO in a timely manner and/or if he requires any additional unexpected resources that are crucial to the development and timely launch of the DAO. Phillips additionally agrees to immediately advise Breslow of any security risks in the deployment of any smart contracts related to the DAO or the project overall.

5. Independent Contractor Relationship. The Parties agree that the relationship between the parties set forth herein is that of an independent contractor. Phillips shall control how and what will be done in order to fully and timely perform this Agreement and ensure that the parties receive the full benefit of their bargain. Consistent with the independent contractor business relationship, Phillips shall control when and where the work done pursuant to this Agreement is performed, what methods or tools to use and/or where to obtain needed supplies and/or subcontractor services. Additionally, nothing in this Agreement is intended to, nor should it be construed to, create a partnership, joint venture, employment, agency or other relationship between Breslow and Phillips. Phillips shall not be entitled to any benefits that Breslow may make available to employees of entities he owns, operates or controls, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Because Phillips shall perform the services described in this Agreement as an independent contractor, Breslow shall not withhold or make payments for social security, make un-engagement insurance or disability insurance contributions, obtain workers' compensation insurance on behalf of Phillips, or take any other action or provide any other forms of remuneration that would be consistent with an employment relationship. In the event Phillips or any state or federal agency challenges the classification of Phillips as an independent contractor, Phillips shall fully defend, indemnify and hold Breslow harmless for all fees, fines, penalties, and other costs and expenses associate with any such challenges and related proceedings.

6. Future Projects. The Parties agree that on January 1, 2022, and after the DAO has been successfully launched consistent with this Agreement, they will negotiate in good faith about ongoing roles and responsibilities thereafter regarding the management of the DAO and other projects. The Parties further agree that nothing in this Agreement shall create an engagement obligation or compensation to Phillips for any work after January 1, 2022, nor is it intended to obligate Breslow to make any additional payments unless the parties reach a new agreement and/or

amendment in writing. To that end, the parties represent and warrant that this Agreement contains the final and exclusive terms of the Agreement between the parties in connection with the DAO, and there are no other prior or contemporaneous oral agreements or understandings between the parties relating to the establishment of the DAO other than what is set forth herein, that neither party is relying on any promises or representations that are not reflected within the four corners of this Agreement, and that any changes and/or amendments to this Agreement must be expressed in a written agreement that is signed by the parties.

7. Choice of Law. The substantive laws of the State of Florida shall govern this Agreement and any actions relating thereto, without regard to choice of law principles.

8. Covenant Not to Sue/Dispute Resolution/Venue/Attorney's Fees. Any breach of this Agreement shall entitle the wronged party the right to seek equitable relief in any competent court to prevent irreparable harm, including a temporary restraining order or other injunctive relief as may be appropriate. With respect to any claimed remedies at law, the parties shall otherwise resolve disputes regarding performance or breach of this Agreement through mandatory and binding arbitration. The parties agree that an arbitrator's award shall be binding and final on them, and that a final judgment may thereafter be rendered by any court of competent jurisdiction affirming any such arbitration award, and upon which execution may issue. No party may make any public filing with any court or other governmental agency that would violate the obligations of the Parties in Section 9 below, except to the extent necessary to pursue preliminary or permanent injunctive relief, and taking care to include appropriate redactions of publicly filed material so as to protect the confidentiality of information, or seeking court approval to file under seal. Either party may request arbitration of any dispute by sending notice to the other party, in writing, of the demand for arbitration. However, as a condition precedent to making a demand for arbitration under this provision, the parties shall first participate in a good faith mediation conference conducted by a mutually acceptable mediator and at their own expense. In the event the parties are unable to resolve their dispute through a mediation, the aggrieved party shall serve a written "Demand for Arbitration" to the other party via Federal Xpress and email transmission. The parties shall thereafter confer and select an acceptable arbitrator from the American Arbitration Association ("AAA") in Miami, Florida, which shall be the location of the arbitration. The arbitration shall be conducted pursuant to the applicable AAA procedural rules.

In the event arbitration proceedings relating to this Agreement are properly brought consistent with this Agreement, Breslow shall advance, after proper notice of arbitration demand has been sent, \$75,000.00 (seventy-five thousand dollars USD) to the attorney of Phillips' choice, which shall be deposited in escrow by Phillips' counsel and is intended as a retainer for attorneys' fees to be incurred by Phillips in the arbitration. As part of his/her award, the arbitrator shall award attorney's fees and costs to the prevailing party, which, to the extent Breslow is the prevailing party, shall include the reimbursement to Breslow by Phillips of the pre-paid \$75,000.00 (seventy-five thousand dollars USD). Additionally, any and all unused portions of the advance retainer that are still in escrow shall be returned to Breslow at the conclusion of the arbitration.

9. Confidentiality & Non-Disclosure. The Parties agree to strict confidentiality regarding this Agreement and shall not to divulge or otherwise disclose either the existence of this agreement, the parties to the agreement, or any of the terms or content of this agreement to any

third party other than their respective counsels, accountants, business associates and executives who need to know, or other individuals or subcontractors who may be involved in any manner of the implementation of the Agreement. Before disclosure of this Agreement may be made to any other third party, both parties must mutually consent in writing to the disclosure. This covenant shall survive the termination of this Agreement in perpetuity. If Phillips breaches this provision before the three year vesting period, in addition to all other remedies available at law or in equity, he shall forfeit and return all tokens he has received in connection with this Agreement. If Phillips breaches this provision after the three year vesting period, in addition to any other remedies available at law or in equity, Phillips shall return to Breslow the total number of tokens received or their equivalent cash value at the time of his three year vesting.

10. Executed Separately. This Agreement may be executed in separate parts and at different times, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000.

AGREED BY THE PARTIES AND EXECUTED ON THE DATES BELOW.

Executed this _____ day of December, 2021.

Ryan Breslow

8
Executed this _____ day of December, 2021.

DocuSigned by:


Mark Phillips

“EXHIBIT A”

To fully develop and launch the DAO consistent with the Agreement, it is understood and agreed that each of the following must have occurred and be in place and otherwise operational on or before January 1, 2022:

- **UI/UX:** Meets the specifications outlined in the wireframes including style and functionality
 - Twitter verification – users can be verified via their Twitter accounts
 - Incorporate Optimism / Optimistic Roll-ups for scaling and reduced fees when users engage with smart contracts
- **Governance DAO Functionality:** Bonding curve is fully functional and collateral is securely held in stablecoin.
 - Voting – Voting and proposal submission functions are integrated via Snapshot
 - Governance token liquidity pools – Governance DAO holds 10% of all Sub-DAO tokens in order to maintain liquidity and stabilize price
- **Sub-DAO Functionality:** Ability to launch a sub-DAO with its own bonding curve, using the governance token as its collateral currency
 - Voting – Voting and proposal submission functions are integrated via Snapshot
 - Leaders – Can be nominated with increased voting rights
 - Giveaways backend – Sub-DAOs can give away tokens at launch through snapshot proposals
- **Initiative Functionality:** Ability for the community to vote on which initiatives get selected and funded
- **Final Project Launch:**
 - Decentralization – The core functionality of the platform must be sufficiently decentralized, and not rely on centralized corporations for ongoing operation. Front-end solutions may use centralized services for initial launch.

- Functioning on test net – The full product must be fully functioning on test net
- Security Audit – Confirm there are no known security vulnerabilities before launch

EXHIBIT 8



? * <me@teddao.xyz>

\$1M Confirmation

3 messages

Steve Faffle <steve@teddao.xyz> Sun, Jan 2, 2022 at 4:32 PM
To: Law Office of Reed Yurchak <reed@yurchaklaw.com>, ? * <m@teddao.xyz>, ? * <me@teddao.xyz>
Cc: Ted DAO <j.ted-dao@protonmail.com>

Hey Reed – wanted to give you the heads up that Mr. M is due to be paid the \$1,000,000 contract bonus :)

Mr. M crushed it 🚀

Could you work with Mr. M directly on dispersing his funds?

Thank you!
-Steve

Law Office of Reed Yurchak <reed@yurchaklaw.com> Mon, Jan 3, 2022 at 4:29 PM
To: Steve Faffle <steve@teddao.xyz>
Cc: ? * <me@teddao.xyz>, Ted DAO <j.ted-dao@protonmail.com>

Ok!
FYI - I haven't seen the funds yet.
[Quoted text hidden]

Steve Faffle <steve@teddao.xyz> Mon, Jan 3, 2022 at 5:05 PM
To: Law Office of Reed Yurchak <reed@yurchaklaw.com>
Cc: ? * <me@teddao.xyz>, Ted DAO <j.ted-dao@protonmail.com>

Hm.

J?
[Quoted text hidden]

EXHIBIT 9

Movement DAO

Let's start a movement

2/2/22 2:22pm PST

Today, a [Movement](#) begins.

Vision: Unleash our collective potential

MOVE believes that we already have the passion, intelligence, and resources to solve the world's greatest problems. What's missing is the right incentive design.

MOVE is an experimental platform to promote social, public good and environmental change.

Solving societal problems is an age-old challenge with few solutions. These solutions are built upon legacy infrastructure and bureaucratic processes. The more dollars spent, the more inefficient, ineffective, and corrupt our systems become. The people, who's hard-earned dollars have been siphoned into these black holes, are only left with broken promises. The result: with every \$1 contributed, \$0.90 goes to the void, and \$0.10 goes to impact.

MOVE introduces a radical new approach to collective problem solving. We hope that MOVE makes our imagination the only limitation to societal change.

How it Works

Web 2.0 movements live on Twitter, Facebook and GoFundMe. Web 3.0 Movements will live on DAOs.

Web 3.0 Movements are owned by their token holders. They have trustless funding that aligns incentives.

And their leaders are held accountable by the community.

MOVE is building a better way for Movements to organize. The platform is currently under development and conducting a token presale to fund its endowment.

Learn more about the vision for movements on Movement DAO.

MOVE Token System

The **\$MOVE token** governs the platform. These token holders are responsible for growing the endowment and deploying capital into movements.

\$(Movement) tokens govern individual movements. These token holders are responsible for funding & supporting their communities' projects. Movements have their own token (ie. \$BLM).

Alternates DNS

The following were acquired to minimize spoofing and catfishing activities, use the official links above.

This space is intentionally blank.

Introduction

Overview

General

This GitBook is the community repository about the Movement DAO. Community pull requests are welcome.

For an overview of the Movement DAO start here.

To learn about what is involved in creating a Movement start here.

Developers are welcome to start here.

Boring legal documents are waiting for you here.

Gnosis Safes

The Movement DAO Gnosis Safe address is

0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6and has the following signers:

ENS

E

Twitter

dao-lawfirm.eth

0x752515a3A1091b9f1c04416

CF79D1F14d2340085

adridadou.eth

0xDe6ab16a4015c680daab580

21815D09ddB57db8E

[@bmalau s](#)

0xDbE76F6ae97dFD5bdd1D7

DAD8972740d18aB2b57

tankbottoms.eth

0x468f178672C86bFA02e5E1B

0413C3ccf55A37409

[@tankbottoms.et h](#)

0x550bD0F03580B9a687931af

4d837F8e45D61d410

0x746cf650d4E5431474E8D4E

2d5B6Bbe53772b498

fredymontero.eth

0x67A5A5136ba1725359bfd20

4Cbbb1c809Cc5490

[@ fredymontero](#)

The dao-lawfirm.eth is acting as the initial Service Provider for the DAO.

Movement DAO Pre-Movement Contribution Gnosis Safe address is

0x46D65c64E883f70371A6fcAcB124FB5dd68c9918 with the same above signers.

Movement DAO Movement, Actions Fee Gnosis Safe address is

\$MOVE Governance tokens

The Movement DAO is governed by its staked token holders. \$MOVE tokens represent the power to influence change to governance, economics, and incentives in the Movement DAO.

Benefits to \$MOVE token holders include voting on matters relating to:

Individual \$Movement tokens

Movement token holders are responsible for voting on the leadership of their movements, along with determining economic design and governance aspects of the movements. \$(Movement) tokens have their own unique ticker symbols (\$ABC, for example). Most importantly, the movement token holder communities collaborate and vote on which leaders to elect. These leaders choose the actions they wish to fund.

Benefits to \$(Movement) token holders

Token Distribution

\$MOVE tokens and \$(Movement) tokens are distributed via a [bonding curve](#), a systematic formula that determines the price at which each incremental token is minted based on total supply. Details of this mechanism are explained [here](#) and [here](#), and [here](#).

After the initial \$MOVE Distribution via contributions to the endowment and via a community Merkle distributor airdrop, the community will manage the remaining treasury through Snapshot.

A break down of the token distribution and allocation can be found [here](#).

Movement DAO Endowment

A number of platforms exist which enabled communities to raise funds, notably, [Juicebox](#). Movement DAO includes an endowment which it will use the DeFi earned Yield to fund additional tooling for funded projects to deploy liquidity pools (LPs), and navigate more complex blockchain applications and tooling.

The Movement DAO's initial endowment is at the Gnosis Safe

0x46D65c64E883f70371A6fcAcB124FB5dd68c9918 is intended to be the catalyst for additional endowment contributions and individuals interesting in forming their own DAOs around a movement subject.

Each of the Gnosis Safe contributors during the Seeding period are provided the \$MOVE token.

Movement DAO Endowment Funding comes from:

Gnosis Safe ETH (Ξ) or DAI contributions between February 2nd, 2022 2:22:22 and May, 2022 (exact date TBD).

Movement submission tributes to Movement DAO.

Tributes associated with any vesting or staking mechanics decided by the community.

Ongoing Endowment Growth comes from:

Endowment and Treasury management with a DeFi protocol.

Liquidity Pools for \$MOVE and ETH Ξ, or DAI.

Successfully funded \$(Movements).

Providing liquidity in liquidity pools for \$MOVE, and \$(Movement).

Proceeds of endowment earnings are deployed by the community.

Communities

Movement DAO envisions a world where decentralized communities organize & operate with the efficiency of a startup.

How DAOs organize on Movement DAO

Movements include a few key features to help their communities organize.

Leaders

All movements have discrete leadership positions, define election cycles, define compensation, and then elect those leaders. Movement leaders choose which motions are funded. The first leaders for a movement can either be *hardcoded*, or voted on by the community. Movement leaders are a dynamic feature that can enable many different types of communities to effectively organize.

Actions

All movements include Actions. Actions are a request for capital submitted by an individual, to a movement.

This request describes the use of funds, milestones to release capital, official roles, and an ability for the submitter to verify their public identity through twitter integration.

Milestones enable a trustless system for deploying capital in stages for a large project.

Actions are submitted as a Motion. After a Motion has been approved it becomes a live Action.

Motions can include:

Access to a service provider who can convert crypto into USD

Discrete roles with their own descriptions, salaries, and durations

[Complex voting mechanisms, such as conviction voting, quadratic voting, delegate voting, whitelist voting, and others.](#)

Bill Nye Motion Example

Assume Bill Nye the science guy wanted money to organize free science lessons for the community in Washington Square Park. He could submit an Action which describes multiple key milestones, such as getting started, securing a city permit, paying volunteers, purchasing supplies and finally giving the community lessons.

Now assume Bill Nye needs \$10,000 to fully complete his Action. And he gets \$2,000 upon successful completion of each milestone. Because Bill Nye is only compensated on a milestone basis, if the city were to deny his permit, the movement would have only paid Bill Nye \$2,000, instead of the total \$10,000. These milestones help to create a trustless system for deploying capital.

Milestone completion is verified and voted on by the community.

Actions also feature identity verification to reduce fraud. For example, when Bill Nye submits his Action he can prove that he is in fact the real Bill Nye, instead of the nefarious Nill Bye. He proves his identity by linking his twitter account to the movement.

All Actions have a 24 hour veto period before funds are moved. If the community suspects fraud they can flag the Action. Select community members possess veto power over all funds that exit Movement DAO. This process adds an extra layer of security for the Movement DAO community.

Future Innovation

Movement DAO is built with a modular architecture and is designed to benefit from future innovations to enable community collaboration. For example:

Movements can use “Gelato” (in development by Open Law) to enable gasless voting.

Interface improvements. The best interface for a DAO is a challenging problem that will require continuous innovation.

Actions can be infinitely deployed. For example, assume a movement wants to create a \$1,000 reward for every 1,000 trees that someone plants. It can create this actions once and anyone can claim the reward forever.

Roles

“How can I get involved?”

As a movement leader - Submit a proposal for a new movement or get involved in a new movement community. Movement leaders are often those who are proposing new movements, however communities may find more influential leaders that can grow their communities better over time. Additionally, leaders can choose to have delegates who they allocate a portion of their rewards to increase the scope of the network and its influence.

As a developer - Join our Discord and stay active within the Developer channel. We encourage a collaborative developer community to help make the platform the best it can be.

As a community organizer - Decentralized communities require community members that take on leadership roles to help organize and mobilize their respective communities to take action and work together. Communities will naturally identify skillful leaders and create incentives to keep them engaged in these important roles.

Movement DAO Membership

In addition to participating in the community to brainstorm, weed out, and distill the very best \$(Movements), \$MOVE members are responsible for proposing and voting on the following:

How the endowment, long term, and short term funds are allocated,

Scoping out and executing upon the mission and vision of the DAO,

Engage and foster community in both as a steward of the endowment but in the tooling in which the DAO invests its time and energy to enable its members.

Movement DAO membership is required by the communities which use its platform to create \$Movements, is given to individuals who are stewarding its mission and goals, and is available to people who choose to help fund its treasury directly during the initial endowment seed or by acquiring its token on the secondary market.

What is a Movement?

Movements are fundamentally communities with a common purpose or goal formed with capital in order to take actions. The benefit of forming such a community in Movement DAO is to take advantage of the economies of scale and the intrinsic benefit of the financial tooling and capital enabled by its endowment.

While some community coordination may occur prior to the submission of a movement on Movement DAO, we believe [Discord](#) and other social media outlets may play significant part in the collaboration between parties to arrive at a consensus to the appropriate initialization parameters. To that end, Movement DAO intends to facilitate environments fertile for engagement.

What is an Action?

A community project with predefined funding requirements.

Actions are the mechanisms for how movements fund & monitor real world projects. Learn more about initiatives in the communities section.

How are Movements created?

Submit a movement on move.xyz.

Seed the first 500 DAI (this tribute is non-refundable).

Rally community & raise 50,000 DAI.

How does Movement governance work?

The community token holders and movement leaders govern the project. Because Movement DAO holds a large number of tokens, the Movement DAO collective is able to vote on individual movement initiative.

Movement DAO also has veto powers on any movements or initiatives that break the community guidelines.

Capital

Movement DAO seeks to equip movements with the best in DeFi by enabling them to benefit from a fully featured token built into their DAO.

How movements raise capital on Movement DAO

Movements are automatically created with a DeFi token ready to be listed on major DEX exchanges. This token includes key features to assist stable growth.

Endowment Basics

The purpose of the endowment is to earn via various DeFi protocols in order to produce a yield for the DAO which will be used for further blockchain development of tooling for its communities. The following are a few strategies which will be researched and employed with this goal

Movement endowments generate ongoing revenue through:

Yield farming using the operations budget and the endowment

Deploying liquidity pools to earn fees

Deploying liquidity pools between \$MOVE and \$(Movement)s with various strategies to earn fees

\$(Movement) Tributes, application submissions, and other Tribute based governance

Tribute's related to \$MOVE transaction (selling or buying, during or prior to a vesting schedule)

DeFi protocols beyond Yearn, Curve, Convex which may employ esoteric strategies

The \$MOVE endowment holds ~50% of tokens in all \$(Movement)s

Profits from any revenue generating initiatives such as purchasing, fractionalizing and creating derivative NFT project

Backed Endowments

Backing an endowment allows movements to support their token price. Because token holders can always sell back to the contract for their pro-rata share of the endowment an implicit price floor is created.

How it Works

Assume a movement has 1 million tokens and 10 million DAI in its endowment. Because this DAI is locked it implicitly backs each token at 10 DAI. More importantly, the endowment model sets up the infrastructure for explicitly backed tokens, a feature in the DAO roadmap.

Explicitly backed tokens can be sold back to the movement contract for their backed price. For example, assume a movement has 1 million tokens, 10 million DAI in its endowment, and 1 million DAI in its budget. A token could be sold back to the movement contract for 11 DAI. The movement will then burn this token.

Backed endowments enable:

Democratized access to DAO creation.

Today, communities have few tools to guarantee that a new DAO is legitimate. This lack of trust has an unintended side effect. Major established players ([groups](#) we do love & respect) in the DAO community have an unfair advantage. Trustless financing through an endowment enables anyone to create a movement while protecting their community's contributions.

Dead or unsuccessful movements to be equitably unwound.

If a movement raises money for an unsuccessful cause (Ken Griffin) and spends little to no money, community members have confidence that they can redeem their tokens.

Reduced fraud.

Endowments minimize the capital that a bad actors could remove from a community at one time.

Customized Funding Mechanisms

The movement budget is funded through custom funding mechanisms. These funding mechanisms are defined by the movement and can include entry tributes, exit tributes, endowment deflation and vesting penalties.

Customized funding mechanisms enables communities with diverse goals to effectively raise capital.

Future Innovation

Movement funding mechanisms are fully modular and the project is still in its early stages. Movement DAO was designed for the community to build on further features. These can include:

Customized and complex bonding curve shapes. These choices will enable movements to further align their financing with their values.

Implementing direct token backing. As discussed above, direct token backing helps to democratize DAOs.

Exploring the cutting edge in DeFi and giving movements the option to implement similar contracts.

Sophisticated price discovery for LPs.

Enabling movements the option to add continuous funding.

Enable an individual to seed a movement with ERC-20 tokens.

CAREFULLY BEFORE ACCESSING THE WEBSITE LOCATED AT [HTTPS://move.xyz](https://move.xyz) (THE

“WEBSITE”) OR THE Movement DAO (DEFINED BELOW) OR PURCHASING TOKENS. THE

LAW OFFICE OF REED YURCHAK (THE “COMPANY”) WILL ACT AS THE SERVICE

PROVIDER FOR THE Movement DAO. YOU ACKNOWLEDGE THAT THERE ARE CERTAIN

RISKS ASSOCIATED WITH PURCHASING THE TOKENS DESCRIBED HEREIN AND

AGREE TO ASSUME SUCH RISKS UPON ANY PURCHASE OF TOKENS. IN ADDITION,

NOTE THAT THESE TERMS CONTAIN A BINDING CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE THE TOKENS DESCRIBED HEREIN.

Prior to purchasing Tokens, you should carefully consider these Terms and, to the extent necessary, consult a lawyer, accountant, and/or tax professional, as applicable.

Purchases of Tokens should be undertaken only by individuals or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including Ethereum-based tokens and blockchain-based software systems. Purchasers should have an expert understanding of the storage and transmission mechanisms associated with cryptographic tokens. While the Company will be available to assist the Purchaser of Tokens during the Token Sale, the Company will not be responsible in any way for loss of any cryptocurrency, including Tokens, resulting from actions taken by, or omitted by Purchaser. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the Token Sale. Your participation in the Token Sale is deemed to be your understanding and acknowledgment that you satisfy the requirements mentioned in this paragraph.

As further described herein, by purchasing Tokens, and to the extent permitted by law, you agree to not hold the Company or its respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and/or designees liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with these Terms.

You acknowledge, understand and agree that:-

You are subject to and bound by these Terms by virtue of purchasing the Tokens.

The Tokens have no rights, intended uses or attributes outside of use with the Movement Platform or as otherwise expressly referred to in these Terms.

A purchase of Tokens is non-refundable and cannot be cancelled.

A purchase of Tokens involves many, varied risks which can result in the loss of all amounts paid.

The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion.

The Tokens are not backed by any physical bullion or other assets which a Purchaser would have any rights or access to.

Other Token purchasers who made their purchase at a different time may receive more Tokens from the DAO for the same amount paid. In an effort to be completely transparent the tokens are priced on a bonding curve which is a function of the number of tokens voted by the community at any point in time and the token price is not due to any action by the DAO or any member of the community.

These Terms limit the liability of the DAO and its Associated Parties (defined below) in connection with the sale of Tokens.

Right to review information of the Movement DAO

You have reviewed to your satisfaction all supporting documents and collateral sources concerning the risks associate with purchasing Tokens.

NOTHING IN THESE TERMS SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION. TO THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW, EACH OF THE COMPANY AND MOVEMENT FOUNDATION (COLLECTIVELY, THE “ASSOCIATED PARTIES” AND EACH AN “ASSOCIATED PARTY”) EXPRESSLY DISCLAIM AND SHALL NOT BE LIABLE FOR ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, AND LOSS OF USE OR DATA), ARISING OUT OF OR IN CONNECTION WITH (I) THE PURCHASER’S ACCEPTANCE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS OR THE WHITEPAPER, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

Purchaser agrees to buy, and DAO agrees to sell, Tokens in accordance with the following terms: Acceptance of Confidential Offering Memorandum, Whitepaper and Terms

Compound Giving

Movement DAO manages a platform wide endowment which generates continuous revenue. This revenue creates sustainable movementing funding.

How the Movement DAO endowment works

Movement DAO tokens holders are responsible for effectively deploying revenue generated from the endowment. They can deploy this revenue into any of the following:

Compensating community members

Funding platform development

Purchasing movement tokens to be held in the Movement DAO endowment

Funding movement budget’s directly

Funding movement endowments directly

Funding movement actions directly

Re-investing directly into the Movement DAO endowment

Funding giveaways to grow the platform

Movement DAO token holders also govern how the endowment manages its assets. These decisions include:

What tokens, and in what proportions, the endowment should hold

How tokens should be priced (Movement DAO controls a large amount of the liquidity and therefore controls the LP)

How to set an optimal platform tribute amount for movements and actions (submitting movements and actions require a platform tribute)

Movement DAO is fully managed by its token holders.

How does an endowment work logistically?

Movement DAO has a pool of capital called an endowment. Money in the endowment cannot be spent. The endowment's yield funds the platform.

The endowment capital also backs the tokens. Token holders will be able to sell their tokens back to the endowment for a pro-rata share of the entire endowment.

The endowment uses an [Unagii vault](#) to yield farm assets.

Community Seeding

The Movement DAO Community Seeding phase are funds which are transferred to the Gnosis Safe between **February 2, 2022 2:22pm** and **May, 2022 (exact date TBD)**

After the contribution period, contribution snapshots will be sent to the announcement channel of Discord, for the community to verify contributions

A contribution snapshot will be used to compute via a linear bonding curve the number of tokens to be issued.

What are the underlying assets in the endowment?

Movement DAO's initial endowment holds \$MOVE, \$DAI and some \$ETH. When movements are created Movement DAO will hold movement tokens in its endowment. It will use these tokens to provide liquidity.

Movement DAO's endowment will earn LP fees.

The community retains the voting power to re-allocate capital.

How does the endowment earn money?

Yield farming the budget pool

Yield farming assets in the endowment

Owning a half of all movement tokens, for each movement (these tokens are used to provide liquidity for token holders) (the endowment will grow proportionally to the ecosystem)

Network tributes when submitting movements

Tribute when selling vested tokens early

LP fees for providing liquidity on movement tokens

Profits from any revenue generating initiatives

Token Release

How it works

The following is the current plan for the token distribution of \$MOVE.

Phase 1. The Seeder's Endowment Contribution

The Movement DAO's Seed will occur **February 2, 2022, 2:20am**, and will total **5 n and n DAI**.

Phase 2. Community Seeding of the Endowment

The Community public seeding period opens on **February 2, 2022, 2:22pm**. Contributions to the Gnosis Safe will be recorded via Github repository [Bonding-Curve-Snapshot](#).

May, 2022 (exact date TBD) - Snapshot of the Gnosis Safe contributions

Phase 3. Airdrop to the Community

The Movement DAO team values the cryptocurrency community at large, specific individuals who have contributed to DAO governance, and teams who have worked tirelessly to benefit the community and who's work we have forked, extended, and learned from. Additionally, the DAO sought to be as inclusive as possible and invite as many potential community members into our Discord to contribute to a movement or start one for themselves. The following communities reflect our appreciation.

How are my total tokens calculated?

Tokens will be priced in accordance with a linear bonding curve.

It is possible that presale tokens will be subject to partial vesting in order to discourage pump and dump activity. Any vesting will be transparent and voted on by the community in discord beforehand.

How do I receive my purchased tokens?

Go to our claim page

Just hookup your wallet, pay gas, and press claim!

When do I receive my tokens?

May, 2022 (exact date TBD)

How do I know the token launch is fair?

The community will have 72 hours to audit the token and drop list before it is released.

Learn more.

Token Allocation

Tokens plan to be distributed as follows:

Movement DAO controls the treasury and LP pool tokens.

The 10% of tokens dedicated to staking rewards will serve as the rewards for the first ~30 days. After this time the community will vote on how many new tokens to mint to continue rewards.

Rationale

The above is subject to change depending on the final contribution amount to the Gnosis Safe.

The final method and token computation will be shared within the [Movement DAO's Discord](#).

The Seeder's endowment is intended to kickstart the Movement DAO. After the Community Seeding phase completes, the Gnosis Safe contributions will be computed on a linear bonding curve in order to compute the token allocation. The tokens computed will determine the total additional tokens in each of the above allocations to be minted.

Movement DAO

⚙ Governance Voting

Snapshot Voting

Proposal format

The following is a high-level outline of what Movement governance will entail.

Standard Governance Process

Proposal should be comprehensive, specific, and easily readable. Proposals should be as brief as possible while being clear.

The following are the components which are expected to make up a proposal **Summary**. A short summary of your proposal.

Abstract. A paragraph summary. It should convey the gist of the proposal without any further reading. It should be human readable version of the specification section.

Motivation. State clearly why the proposal exists.

Risks. Implications relevant to the proposed change, relevant information includes change in any financial balances, security implications, harm to any party or property.

Specification. The rationale which fleshes out the specification by describing what motivated the design and why this particular design decisions were made. Alternate approaches, and other relevant facts to the implementation should be included here. If any consensus occurred within the community, reference to such would be appropriate. Any objections or opposition to the proposal would also be relevant to state.

Timeframe. Should include a start and end date for all actions within the proposal.

Copyright Disclaimer. All proposals must be in the public domain, and not include any profanity, or overly explicit descriptions of nudity.

\$sMOVE tokens in a Snapshot strategy

The \$MOVE tokens must be staked in order to receive \$sMOVE, however, you may choose to use either in your \$Movement or DAO.

Choose “contract-call”

Insert this

Additional information about Snapshot and custom strategies maybe found [here](#).

Aping in

[Bored Ape Yacht Club No. 1420](#) aka “420”

The BAYC-1420 award

[Movement DAO’s commitment to growing our community starts with paying homage to the BAYC community. Therefore, the DAO acquired No. 1420 and the DAO will announce the terms of the Aping-in-to-](#)

Movement terms where one Movement will own this Ape. Meanwhile, the DAO has created the Movement

BAYC-1420 derivative collection Examples from the MAPE-1420 collection

The MAPE-1420 derivative collection

The Movement *Bored Ape Yacht Club No. 1420* derivative, or MAPE-1420, community badges are a generative collection of which 4444 MAPES exist. The MAPE-1420, which were designed solely to award contributors to the Movement DAO. Individual selection is based on past and present active contributions to DAO governance, proposals, and voting and whose social media has been used to further DAOs in any form. The airdrop isn’t simply rewarding these individuals for their past contributions but also their guidance and involvement going forward. *Additional details will be released concurrent with the MAPE-1420 NFT airdrop.*

Ongoing community contribution assessment, Coordinape

The founders strongly believe in directly rewarding the community members who make Movement DAO possible. To this end, Movement DAO will be onboarding community members to [Coordinape](#) in an effort to reward community contributors. Details on which token, circle composition, and epoch schedule to be forthcoming.

Coordinape

During the bootstrap phase of Movement DAO it may be difficult to find a rhythm in contributing to the DAO, however a few guidelines may help when it comes to your path to compensation. The previous section outlined different roles within the community which are available.

To start collaborating, setting up a common workspace for tasks, documents, how-to, and an index of movements and parameters contemplated by the community is as good of a start as any. The following Movement DAO Notion has been set up for this purpose

Alternatively, reaching out to a Discord moderator to including you in a Coordinape circle preferably on a topic you feel you can contribute.

Security Precautions

How has the DAO ensured its smart contracts are secure?

Until Movement DAO is able to operate with confidence for some time, the following safe guards were put into place until the community deems them unnecessary. The safe guards are encoded into the adapters and extension [smart contracts](#).

Financial transactions are handled after any votes by an IRL law firm acting as a [service provider](#).

DAO founders may elect to operate with a [Vetoer role](#) which may veto any pending proposal.

A number of Movement DAO's Gnosis Safe signers are publicly known individuals.

Smart Contract Audit

Auditors

Github user [@t4sk](#) is currently reviewing the existing repository and contracts and is providing the development team with a recommendations report. This work is specifically targeted at the adapters and extensions as they relate to the **Unagi Vault, Sushi and UniSwap liquidity deployments and the bonding curve contracts**. Additionally, [OpenLaw](#) (also referred to as Tribute Labs and author of the Tribute DAO Framework) are currently engaged with [SigmaPrime](#) to audit their contracts. We are closely monitoring the recommendations and updates from this audit and will merge updates as they are reported.

We have contacted SigmaPrime and notified them of our intent to hire them to do the formal audit when we are feature complete. They asked that we do not use their name on our materials until we have signed an agreement with them. We have set aside a budget to bill against when we are closer to feature complete.

Scope

Movement DAO's core premise is to enable a community by seeding it with Ethereum/DAI to create any Movement and Actions they deem worthwhile, entrusting the collective wisdom of the community and their appointed leaders to accomplish that which has remained generally opaque to the individual - charity organizations as they operate today. Movement DAO's core is a collection of smart contracts which govern managing a pool of assets on behalf of Movement and its sub-movements, the Endowment bank. Given each Movement has its own property and funds which are managed by Movement, and adapters and extensions which govern how the funds are collected, distributed, and managed are all areas which require extensive design, analysis, and audit before it is deployed on Ethereum Mainnet.

Unagii Vaults

Vault Security

The security of Unagii Vaults is of utmost important to us. We make considerable efforts in ensuring that Unagii Vaults are deployed with best practices and risk mitigations in mind.

Movements

Movement Glossary

Complete Movement Glossary

Title

Your movement name.

string. under 50 characters.

Mission

A short description for your movement. *string. under 280 characters.*

Token Symbol

A ticker symbol, like \$BLM, \$BTC, \$MOVE, etc. *string. under 6 characters.*

Governance Cycle

Days required to vote on initiatives. *number.*

Movement Icon

An icon associated with your movement. This icon will be used for your token and appear on DEX next to your token. *image. 600px x 600px.*

Movement Color

Customize the look and feel of your movement with a movement color. The movement color is often overlaid against your movement image. *hex color.*

Movement Image

An image to showcase your movement. For best results, the movement image should be monochromatic and the same color as your movement color. *image. 1920px x 1080px.*

Movement Leaders

Enable individuals to lead your movement. These individuals can have increased voting rights, compensation, and are elected by the community. [Learn more here.](#)

Role Name

Name of this position. *string. 20 characters.*

Election Cycle

How often does the community vote for this role (measured in days).

number.

Compensation

What percent of the total movement tokens will this leader be rewarded per election cycle. *percent. cannot exceed 50%.*

Nominated Leader

Movements can optionally appoint someone to a leadership position for their first election cycle. They will be up for election at the end of their election cycle.

twitter handle.

Description

Describe your movement in markdown. This description is your only opportunity to “pitch” your movement.

Why do you exist?

Why should community members care?

What projects will you fund?

Include photos and videos to add color to your description. *string.*

Endowment Goal

The endowment funding requirements for your movement to exist. Learn more about the endowment here. *number.*

Budget Goal

The budget funding requirements for your movement to exist. Learn more about how budgets work here. *number.*

Token Giveaways

Communities can elect for certain public people or eth addresses to receive tokens in the event of a successful movement. *twitter or ETH address. And number.*

Entry Tribute

Fixed amount of every token purchase that funds the budget. A high entry tribute creates less price stability, but will provide more immediate funding. *percent.*

Exit Tribute

Fixed amount of every token sale that funds the budget. A high exit tribute dissuades pump and dump, but could also ward off potential community members. *percent.*

Annualized Deflation

A percent of the endowment automatically converted into a spendable budget. *Currently in beta.*

Vesting Period

A predefined time period where token holders cannot access their entire purchased tokens. Vesting reduces vote fraud and pump and dump schemes. Movement DAO recommends vesting periods for most use cases.

Currently in beta.

Vesting Penalty

The penalty for selling vested tokens early. The vesting penalty decreases linearly from the specified penalty amount to zero over the course of the vesting period. *Currently in beta.*

Movement DAO Tribute

Newly submitted movements have a tribute to movement DAO. This tribute helps to prevent spam movements and further support the movement DAO ecosystem.

Actions Glossary

Name

Name of your initiative.

Image

Background image for your initiative.

Description

Clearly describe your initiative.

Milestones

How much funding do you need and when should you receive that money.

Milestone Title

Title for milestone.

Date

When your milestone needs to be completed. The community will verify your milestone against this date. If you miss this date it will be up to the community to award all, some, or none of the milestone funding.

Funding

How much do you receive for successfully completing your milestone.

Description

Describe your milestone in detail.

What will you accomplish?

How will the community verify? Will you post a photo of your work on twitter? Write an initial whitepaper?

Etc.

Roles

Create a team for your motion

Role Name

Name your role.

Role Duration

How long will this role exist? The full duration of your motion? Only part of it? **Role Description**

Describe in detail what is expected from this role. What are their responsibilities? **Gross Token Salary**

Total amount that this individual will earn in tokens, transferred bi-weekly. **Gross DAI Salary**

Total amount of DAI that this individual will earn, transferred bi-weekly.

Nominated Role

Add the individual in this role by their twitter handle or eth address.

About You Paragraph

Why are you well prepared to accomplish this project.

Twitter Handle

Verify your identity.

ETH Address

If your funds will be dispersed via ETH, enter that address here. Without an ETH address the service provider will fund your project directly.

How to join a movement

Purchase tokens for that movement.

[Join movement discord.](#)

Tokens

Get Tokens

\$MOVE tokens are now available for pre-sale.

Token allocation

The token allocations are computed on a bonding curve and will be snapshotted from the Gnosis multisignature daily after May, 2022 (exact date TBD) and published in Discord. After which the Merkle root will be computed for the Merkle distributor claim.

How does the token launch work?

Tokens are released for pre-sale

Tokens will be available for pre-sale until May, 2022 (exact date TBD).

Tokens purchased during this time period will be priced on a linear [bonding curve](#).

A final token giveaway list will be released in May for the community to review. Learn why.

Pre-sale tokens can be claimed starting in May.

Pre-sale tokens never expire. They can always be claimed.

After token claiming starts, tokens will only be available for swapping on major exchanges.

Movement DAO will ensure that there is sufficient liquidity for tokens.

How do I get tokens?

First, make sure you have an Ethereum wallet setup. Two popular options are [Rainbow](#) and [Metamask](#).

Second, get those tokens.

Navigate to the token pre-sale page.

Select your base currency. You can purchase \$MOVE in ETH or DAI.

Connect your wallet.

Approve transaction in wallet.

Party

How do I send tokens from a centralized exchange (ie. Coinbase, Gemini, etc.)

Major exchanges (such as Coinbase & Gemini) do not support wallet connect and therefore cannot be used to purchase presale tokens.

These users face two options:

Option 1

1

[Setup an Ethereum wallet](#)

[Transfer tokens to the wallet](#)

[Then simply use your new wallet](#)

You can use any [compatible Ethereum wallet](#).

Or

Send tokens from your Coinbase account to [movedao.eth](#)

Share a screenshot of your transaction in discord

Specify the ERC-20 compatible wallet address you'd like to receive tokens

We do not recommend this method as it will add extra work for our community, and is prone to error. We recommend setting up a proper Ethereum wallet.

How are my total tokens calculated?

Token prices for tokens purchased during the pre-sale are calculated at the end of the token release. Tokens will be distributed via a Merkel Airdrop. Token prices are not calculated in real time for a few reasons:

Lower gas fees. Anyone who purchases tokens in the pre-sale will pay notably lower gas fees than those who swapped.

Dynamically set pricing. Because exponential curves can quickly grow out of control it is important to calculate exact coefficients after-the-fact.

Most importantly, the community should have a voice in how the bonding curve is priced.

The target discount for the last bonding curve purchase to the listed LP price is ~20%.

How do I claim my tokens?

Go to the claim token page

Connect your wallet (for twitter connect see here)

Pay gas fees and claim token

How do I know the token launch is fair?

Movement DAO cares deeply about building healthy communities. Therefore, an ethical token release is core to our mission. Movement DAO is taking the following steps to ensure a transparent, equitable, and community oriented launch:

When transferring tokens from the bonding curve wallet into the movement vault, the community has the right to veto the destination address. Therefore, community funds cannot be moved without community approval.

A registered law firm acts as a signatory on the funds wallet. They **therefore owe a fiduciary duty to the movement and will employ their expertise to ensure that no funds are moved in violation of the movement rules and no requests for funding would be indicative of fraudulent activity.**

Tokens will not be distributed without community approval. The community will have 72 hours to review the Merkel airdrop list.

Funds raised from the movement bonding curve go into an endowment as opposed to a liquid spending pool. This endowment helps to preserve long term funding for the project.

♀ Community Funding

Community, Community, Community

Overview

The founders strongly believe in directly rewarding the community members who make Movement DAO possible.

Movement DAO will choose the most impactful Movement DAO community members to receive a steady salary in tokens for supporting Movement DAO.

For the first 18 months of the project, at the end of every month, the community will vote on who had the biggest impact. Movement DAO will use [Coordinape](#) to facilitate this community giveaway.

Movement DAO has earmarked 5% of tokens for the community and will distribute over \$1,000,000 in tokens over the first year directly for community contributions.

Staking

The Movement DAO is currently allocating a percentage of its treasury for staking rewards. It is currently planned that at the time of the token claim, users will have to option to stake immediately.

Only staked \$MOVE holders will be able to participate in [Snapshot governance](#).

Liquidity Pools

Shortly after the Airdrop via Merkle distributor for \$MOVE and deployment of the staking contract, Movement

DAO has allocated a portion of its treasury for liquidity pools to earn fees as well as provide liquidity for the community. The exact amount, as well as which DEX to use will be decided via the DAO governance process

Vision

The Vision

Today, society is increasingly demanding engagement, transparency, expediency and a seat at the table when solving problems. Our vision is for Movement DAO to become the platform that humanity turns to to make the

most meaningful impact in the world.

Movement Ideas

Social Justice

Movements like Black Lives Matter have been profoundly effective at organizing large groups to promote real change. However, because BLM is exceedingly decentralized, the community had poor tools to effectively raise money. BLM can use Movement DAO to:

Organize the community with leaders.

Raise money in a way that financially aligns supporters.

Transparently spend money through initiatives.

The 2017 Women's March faced similar challenges. With Movement DAO however, future movements could use an endowment model to transform a tidal wave of excitement over a short period time into long lasting & sustained funding.

The next wave of social justice movements should organize & raise capital on Movement DAO.

Public Arts

The public arts are often neglected by local governments. When projects are created, they are bogged down by bureaucracy and often highly political. Rarely do they represent the whims of the people.

Movement DAO enables a small & passionate community to create truly eye catching public art.

Imagine a DAO funded dog park (DOAG park) on the water in South Beach. This dog park could feature a 20ft tall DOGE head and be prominently featured with the DAO's token symbol (hopefully \$DOAG).

Movement DAO is well equipped to promote public arts.

Prison Reform

Projects like [Free Ross DAO](#) serve as an inspiration for the impact that DAOs can have. Future movements that fight for prison reform can use the tools on Movement DAO to take their communities further.

Controversial Research

Today the process to receive grants for research at top academic institutions is highly politicized & bureaucratic. Often good ideas are left unfunded if they attack the status quo. A movement to democratize independent research could push science forward. Leaders

Union Movement

Union workers organize to support a common goal and often pay dues to support their efforts. However, unions are can be plagued with corruption and don't always represent the will of their members.

Unions could organize as a movement, with dues being paid to the movement itself.

Union members can elect leaders and have transparency into how all money is spent.

Environmental Cleanup (Save Sea Turtles)

Everyone loves sea turtles. And everyone hates plastic. Start a movement to save our environment!

Mission

Society already has the collective compassion, knowledge and resources to solve the world's problems. The missing piece is a technology to bring it all together. Movement DAO uses proven applications of blockchain to align economic incentives within communities and empower them to solve problems as a collective.

Movement DAO's mission is to change the world for the better and become the launchpad for the world's most impactful movements!

Movement DAO enables communities to run programmable and community funded treasuries by providing tooling and a seeded endowment.

☉ **** Building** Community**

Values

We are stewards. We respect with humility the opportunity to help build on the open internet together, and are dedicated to using our capabilities for good.

We are self-starters. The decision to make the world a better place doesn't start with expecting someone else to solve a problem. We have to prioritize this for ourselves and enable those around us.

We are focused. We have been entrusted with a large sum of capital by our community. We must be focused on how to efficiently and effectively use these resources to drive towards our goals. This means balancing short term benefits to our community with longer term impact to the global community

We are builders. The company we keep are individuals who prioritize building, and do so with pride. We build with humility and to make the world a better place.

We are honest. With each other and most of all, to ourselves. We share ideas, feelings, concerns and exchange everything in between openly and respectfully to each other.

Movement DAO Community

Movement DAO is designed for expression, empowerment, and engagement. We are keenly focused on empowering communities and encouraging them to consider this powerful new way of solving problems. The Movement DAO creators share the passion and compassion of each of its movement communities and have built an environment dedicated to their collaboration and harmonizing around movements.

Leadership

Movement Leaders provide an opportunity for movements to increase momentum. Leaders are compensated by movements on a regular basis for promoting the movement to the world. Movement communities will elect these leaders (who are likely individuals with large social followings already) upon the minting of new movements. Leaders are compensated in Movement Tokens that are unlocked if they adequately fulfill the community's goals. Leader's responsibilities can include promoting their movements, engaging communities, and fostering a collaborative ethos. Initiatives – Initiatives are projects proposed by the movement community. Token holders vote on which initiatives receive funding. Funding is provided by the reserve pool & direct tributes. Funding is

distributed incrementally when predetermined milestones are achieved. Initiatives are proposed with those milestones. Funding Initiatives - Each movement is its own DAO that accumulates reserves over time to fund initiatives. . Reserves are funded by a variety of “tribute” (activity based contribution) mechanisms specified by their communities. These can include: Transaction tributes associated with the minting and burning of movement tokens Tributes from selling vested tokens early Direct tributes to initiatives through staking (with boosted voting rights)

Movements are designed to become sustainable communities with continuous funding. However, movements cannot sustain without leadership, coordination and engagement. Below are some key considerations for how communities remain healthy and impactful.

TOKEN GIVEAWAYS

Movement DAO & its Movements can use giveaways to strategically bring new people into their ecosystem. A giveaway has three key phases: The community selects a strategic person who should be financially aligned with the movement. They identify this person via their Twitter account. They decide how many coins to give this person. The individual can then claim up to half their coins. In order to claim tokens they need to nominate via twitter two or more people. The other half of their coins are then distributed to whoever they nominated. A flywheel persists of people claiming coins and nominating other people until the gas fees to claim coins are higher than the value of the coins. After a set amount of time unclaimed coins will go back to the endowment. Communities can also decide to lock their coins or vest their coins in giveaways. Locked coins can’t be sold for a set amount of time Vested coins incur a tribute on early sale

Charities

Movement DAO works in harmony with charitable organizations in a variety of ways.

Charities launching movements - Charities may decide to launch their own movements to raise money and procure help in this new and exciting way! Charities can be the recipient of funds through this platform and can offer tokens or NFTs to its community as a reward. Instead of offering t-shirts and prizes like many non-profits do, they can now offer a reward system to incentivize recurring donations from their community (similar to airline miles).

Charities as direct investors – Organizations such as Foundations and Endowments can elect a portion of their investment portfolios to directly invest in Movement Tokens. Instead of their investment portfolios having passive allocations to ESG stocks, they become active voting members of the community.

Charities as beneficiaries – Charities that join Movement communities can earn token awards from Movement Evangelists by offering their time and expertise in Movement communities

Ⓢ Community Pledge

At Movement DAO, our collective success relies on our ability to work together in harmony. We ask that all community members adhere to our eightfold pledge for building and maintaining communities in the right way.

Right view – Right view means that community members are aligned in their values and goals for global impact. Each community will become the product of our collective spirit, optimism and hard work in developing sustainable communities for positive impact.

Right intention – This platform is designed for real world impact. While other blockchain projects are designed for boosting economic status, we are here to turn this economic potential into changing the world. While the

potential for comping EARNING is substantial, community members should consider this platform as a means to compound GIVING.

Right speech – Unlike social media platforms that are plagued with divisiveness and inflammatory discourse, this platform is designed for people to mobilize, collaborate and make impact together. We have no time to waste with distractions like divisive speech, abuse, or unrelated chatter.

Right action – Community members should be fully aligned with their intentions in both the physical world and the digital world. Community members should not use this platform to influence or manipulate the real world in a malignant way. Everyone should feel safe to express their opinions and contributions free from any malicious reaction. The community should engage in non-violent communication and conflict resolution. The community must build and maintain a level of trust by quickly highlighting any instances of fraudulent or malicious activity.

Right livelihood – It is possible for community members to grow their earn and make impact. There are several other platforms for those seeking lambos. We ask that community members don't let their earning potential detract from their giving potential.

Right effort – Each community member has a duty to prevent, mitigate, and resolve conflict on the platform.

Right mindfulness – Mindfulness means that community members are consciously aware of their own biases, preconceptions, and judgements. These tendencies can become blockages of new information and can lead to further misunderstanding and miscommunication. Community members should listen to others completely and practice mindful non-violent communication.

Right concentration – Community members should dedicate time to tasks within their communities instead of trying to multi-task. Problem solving is a dedicated effort and the communities need your focused wisdom and effort.

Developers

DevCommunity

Development of the Movement DAO has occurred primarily following fronts

Feature specific smart contract and Typescript stand-alone cli application

Implemented as part of the [Tribute Labs DAO Framework](#)

The system requirements spanning on-boarding a community with tokens, an interface for governance, and the range of adapters contemplated for communities is expansive. Complicating matters is the constant evolution of tooling and deployment options. Nonetheless, our goal is to enable individuals and communities with the best tools to bootstrap their treasury and follow through until they have a token with liquidity.

To that end we have partnered when possible with existing Open Source teams and contributed code to extend the development experience.

Movement DAO is actively looking to work with talented web3 developers who are excited to revolutionize how communities manage their treasuries!

All developer coordination happens on our [Discord](#) – we recommend connecting directly with the community driven development team there.

[Join our discord](#) to get started!

Audits

The Movement DAO smart contracts have been reviewed by Tasuku Nakamura, the blockchain engineer behind [Unagii Vault](#).

Github

What Github Repositories does Movement DAO use?

The Movement DAO benefited from the thousands of hours of open source work from a number of communities. To that end, the team reviewed a number of existing successful Open Source projects in order to extend the features which were important in furthering the community endowment model.

Forking

“Forking is the highest form of flattery,” said @tankbottoms.

[Juicebox](#), has the most thoughtful community defined programmable funded treasury which is enjoying success with the [Shark DAO](#) and [Constitution DAO](#) from the funding to raw awareness. Relatively short amount of time since launch, JBX-Protocol has a significant treasury and tremendous success with the community. But we think it could do more.

Additionally, the [Tribute Labs](#) team behind [Tribute DAO Framework](#), formerly Open Law “*have deployed nearly ten DAOs (with one or two coming every month) together have over \$150m and have supported over 150 projects*”. [Source](#). We saw TributeLab’s DAO Framework as game changing and sought to expand the universe of adapters and extensions on their platform.

Movement DAO cares deeply in making our UX an engaging and intuitive. Combining each of the above mechanics, protocols in an easy to convey manner is hard. We think hard means it’s worth working towards.

Movement DAO added a number of adapters and extensions relating to the management of movements and the treasuries the communities funded. The following [Movement DAO Github Organization](#) is where we invite capable developer contributors to seek us out, or in the [Discord developer channels](#).

[Movement DAO](#)

[JuiceBox](#)

[OpenLaw Tribute Contracts](#)

[OpenLaw Snapshot Hub](#)

[Twitter OAuth](#)

[Unagii-Vault-v2](#)

[Uniswap’s Sybil-list](#), [Sybil-interface](#)

Solution

We think the solution is not a developer focused application or SDK, but reduces the barrier to entry.

Smart Contracts

What smart contracts have been deployed to date?

Mainnet, we are not yet active within this framework for a number of reasons including waiting for the conclusion of the current Tribute-contracts security audit.

Below you will find each of the contract addresses under their respective network. The contracts were also verified on [Etherscan](#). A log of the deployment and the verification is also provided.

Rinkeby

The following DAO contract addresses are provided for development and test interaction purposes. Active development is currently underway to widen the types of token voting and staking economics we would like to support. [Deployment](#) and [verification](#) log.

Removed smart contract deployment references

Security

How has the DAO ensured its smart contracts are secure?

Movement DAO is new technology, and no amount of testing or security audits completely eliminate risks. Please don't supply assets you can't afford to lose.

TLDR, at launch we are employing a Gnosis Multi-signature Safe to manage the DAO funds, Community Discord to coordinate discussions, and Snapshot, after the token distribution, for voting until the OpenLaw Tribute audit is complete.

Slow Start

Until Movement DAO is able to operate with confidence for some time, the following safe guards were put into place until the community deems them unnecessary. The safe guards are encoded into the adapters and extension [smart contracts](#).

Financial transactions are handled after any votes by a IRL law firm acting as a [service provider](#).

DAO founders may elect to operate with a [Vetoer role](#) which may veto any pending proposal. See below warning.

A number of Movement DAO's Gnosis Safe signers are publicly known individuals.

Vetoer

Until Movement DAO is able to operate with confidence for some time, the following safe guards were put into place until the community deems them unnecessary. The safe guards are encoded into the adapters and extension [smart contracts](#).

Financial transactions are handled after any votes by a IRL law firm acting as a [service provider](#).

DAO founders may elect to operate with a [Vetoer role](#) which may veto any pending proposal. See below warnings.

A number of Movement DAO's Gnosis Safe signers are publicly known individuals.

The Service Provider and its dao-lawfirm.eth address is the initial appointed Vetoer.

Smart Contract Audit

Auditors

Mr. T. N. or [@t4sk](#) is currently reviewing the existing repository and contracts and providing the development team with a recommendations report. This work is specifically targeted at the adapters and extensions as they relate to the Unagii Vault, Sushi and UniSwap liquidity deployments and the bonding curve contracts.

Also underway [OpenLaw](#) themselves have engaged [SigmaPrime](#) to audit the Tribute contracts. We have contacted SigmaPrime and notified them of our intent to hire them to do the formal audit when we are feature complete. They asked that we do not use their name on our materials until we have signed an agreement with them. We have set aside a budget to bill against when we are closer to feature complete.

Scope

Movement DAO's core premise is to enabling a community by seeding it with multiple-millions of Ethereum to create any Movement and Actions they deem worthwhile, entrusting the collective wisdom of the community and their appointed leaders to accomplish that which has remained generally opaque to the individual - charity organizations as they operate today.

Movement DAO's core is a collection of smart contracts which govern managing a pool of assets on behalf of Movement and its sub-movements, the Endowment bank. Given each Movement has its own property and funds which are managed by Movement, and adapters and extensions which govern how the funds are collected, distributed, and managed are all areas which require extensive design, analysis, and audit before it is employed on Ethereum Mainnet.

Unagii Vaults

Vault Security

The security of Unagii Vaults is of utmost important to us. We make considerable efforts in ensuring that Unagii Vaults is deployed with best practices and risk mitigations in mind.

Security Audits

All Unagii smart contracts are rigorously reviewed by top external security firms to identify and eliminate any security vulnerabilities. Unagii Vaults has been specifically been audited by [CertiK](#).

[CertiK Audit - December 2020](#)

This is a joint report of the two audit rounds conducted on the Unagii Vaults implementation by the Unagii team from Stakewith.us, focusing on the implementation itself and the new investment strategies introduced by the team that add support for a wider gamma of stablecoins including PAX, Binance USD (BUSD) and Gemini (GUSD) respectively.

[CertiK Audit - February 2021****](#)

This is the third audit conducted on the Unagii Vaults implementation codebase by the Unagii team from Stakewith.us, refactored to support Wrapped Bitcoin (WBTC), Ether (ETH), and the introduction of a set of new strategies handling accrued reward tokens from strategy deposits.

[CertiK Audit - May 2021****](#)

This is the fourth audit conducted on the Unagii Vaults implementation codebase by the Unagii team from Stakewith.us, with a new v3 approach to the Vaults, and introducing a set of new leveraged based strategies specifically for Compound Finance.

Certik Audit - July 2021***

This is the fifth audit conducted on the Unagii Vaults implementation codebase by the Unagii team from Stakewith.us, adding on new security features to the Vaults, and introducing a set of new strategies specifically for Convex Finance.

Source [Unagii Vaults](#).

Bounty

Inspired by [Gitcoin](#) Movement DAO will pay a bounty for all improvements implemented by the community. Movement DAO will be announcing bounties for security related issues after deployment of *testnet* and *mainnet* contracts. Details to be forthcoming.

Movement DAO's bug bounties will be enabled after the feature complete milestone has been reached and funds are deposited into the DAO bank

Thank You's!

Standing on the shoulders of giants.

The [Movement DAO](#) team was able to leverage thousands of hours of work completed by pioneers in the Open Source community, some of which we would like to thank here. In addition to forking existing repositories each of the development teams below shared many hours with us in helping us shape our initial vision.

We thank you here, and have earmarked tokens for these teams, as a small token of (see what I did here?) appreciation. You guys rock!

[JuiceBox Protocol](#)

[OpenLaw Tribute](#)

[Unagi Vaults](#)

[Olympus DAO](#)

[Fractionalize Art](#)

[Smart Contract Programmer](#)

Learning

Security

What security precautions did Unagii Vault take, of which Movement DAO relies?

Vault Security

The security of Unagii Vaults is of utmost important to us. We make considerable efforts in ensuring that Unagii Vaults is deployed with best practices and risk mitigations in mind.

Security Audits

All Unagii smart contracts are rigorously reviewed by top external security firms to identify and eliminate any security vulnerabilities. Unagii Vaults has been specifically been audited by [CertiK](#).

[CertiK Audit - December 2020](#)

This is a joint report of the two audit rounds conducted on the Unagii Vaults implementation by the Unagii team from Stakewith.us, focusing on the implementation itself and the new investment strategies introduced by the team that add support for a wider gamma of stablecoins including PAX, Binance USD (BUSD) and Gemini (GUSD) respectively.

[CertiK Audit - February 2021](#) This is the third audit conducted on the Unagii Vaults implementation codebase by the Unagii team from Stakewith.us, refactored to support Wrapped Bitcoin (WBTC), Ether (ETH), and the introduction of a set of new strategies handling accrued reward tokens from strategy deposits.

[CertiK Audit - May 2021](#) This is the fourth audit conducted on the Unagii Vaults implementation codebase by the Unagii team from Stakewith.us, with a new v3 approach to the Vaults, and introducing a set of new leveraged based strategies specifically for Compound Finance.

[CertiK Audit - July 2021](#) This is the fifth audit conducted on the Unagii Vaults implementation codebase by the Unagii team from Stakewith.us, adding on new security features to the Vaults, and introducing a set of new strategies specifically for Convex Finance.

Yield Farming

Learn How the EnDAOment makes money

Yield Farming is a DeFi earning strategy used to optimize the earning potential of blockchain-based assets.

Yield farming strategies can consist of:

Staking

Lending

Liquidity pools

Unagi Vault

Unagii connects to third-party underlying Ethereum DeFi protocols that earn users high-yields on their crypto asset deposits. The Vaults optimizes yield on incentives earned from providing liquidity to AMMs (automated market makers) and lending pools, and automating the harvesting of LP (Liquidity Provisioning) rewards on a bank of whitelisted Strategies. This allows the Vaults to perform efficiently to provide gas cost-savings on Ethereum network gas fees to users and for Unagii to offer one of the lowest fees in the market.

Currently, Unagii Vaults yield on the [Compound Finance](#) and [Convex Finance](#) (utilizing [Curve Finance](#) as the underlying pool) protocol. We will include additional strategies with other protocols in the future.

Understanding Vaults

Unagii Vaults has two category groups - Stash and Growth, where users can choose to yield and diversify their assets based on their risk appetite. The Unagii smart contract is designed to allow users to deposit and withdraw the same asset freely at any time.

The Vaults pools users' deposits and automatically invests the pooled assets into a Vault's set Strategy. It then auto-harvests liquidity rewards and sells them into the asset with the highest premium, compounding periodically.

The Vaults product was created to offer high-performing yields in the most efficient and optimized way possible as the DeFi market continues to explode. Unagii is set to serve amidst the rising complexities of yield opportunities so even retail crypto users have a trusted way to participate in DeFi without worrying about contributing time, effort, cost, and the technical knowledge to monitor and implement yield farming strategies themselves.

Stash Vaults

Stash Vaults offers users an excellent way to yield on stablecoins such as DAI, USDC and USDT, earning the highest yields on the best performing stable pools in the market.

Risks here have been abstracted down to stablecoin issuer risks, third-party protocol risks i.e. Compound Finance and Curve Finance (plus any associated platforms included in the strategy), and Unagii Vaults protocol risks.

Growth Vaults

Growth Vaults is where we offer opportunities for users to go for growth on non-stable crypto assets like ETH and WBTC. These Vaults yield on alpha strategies that come with greater risks but much higher potential returns.

How to use Vaults?

Deposits

Users can easily start earning yield by depositing their crypto assets into the Vaults. Once a user has connected their Ethereum wallet, a deposit takes 3 simple steps:

Select asset to deposit

2

Enter amount to deposit

Choose gas fee option (*slow, standard, fast*) to approve and confirm deposit (*ETH gas fee payable*)

No additional steps required to further stake any tokens to boost yields. The Vaults automates the harvesting and selling of liquidity reward tokens earned in strategy, giving users complete convenience and optimized yields.

Withdrawals

When a user decides to remove their assets from the Vaults, a withdrawal takes 3 simple steps:

Select asset to withdraw

Enter amount to withdraw

Choose gas fee option (*slow, standard, fast*) to confirm withdrawal (*ETH gas fee payable*)

Withdrawals can be done anytime. There is no lock in period, but do take note of the ETH gas fee payable relative to the size of your deposits and earnings.

Fees and Gas Cost-Savings

Unagii as a platform has one of the lowest fee model:

Deposit Fee

Withdrawal Fee

Management Fee

Performance Fee

None - 0%

None - 0%

None - 0%

10% (deducted from earnings)

Unagii reserves the right to amend the fees at any point of time. Users will be notified of any fee changes at least one month prior to changes taking effect.

Unlike Unagii, many other aggregators and DeFi robo-advisors often alienate the average retail yield seeker with high fees at every touchpoint, in addition to gas fees users have to incur (which can be an exorbitant amount during peak congestions on the Ethereum network).

Gas Fees

Gas fees are payable by the user and is required for transactions by any DeFi product on the Ethereum network. The speed or amount of Gwei used affects the price of the payable gas fee and how long a transaction will take to confirm.

Gas Cost-Savings

Unagii Vaults helps users with gas cost-savings, especially for heavy DeFi yield farmers and new users curious about liquidity mining. Unagii users will save on not needing to make costly daily transactions to stake, claim, and compound their earnings - that's at least 3 transactions saved over 3 days basis.

Yield farming directly with a DeFi protocol may require users to manually stake their pool tokens received (that represent their share of ownership in the pool) to mine for governance tokens. For some, users acquire pool tokens on one platform, then harvest on another aggregator. They can then sell off the governance tokens, participate in the DAO, or further boost rewards by locking up the asset (e.g. in the case of CRV vote locking with Curve).

Unagii Vaults helps to automate this yield farming process, providing users with convenience and much needed gas cost-savings.

StrategiesUnagii executes curated Strategies by pooling deposits and supplying liquidity for each [Stash](#) and [Growth](#) vault into the protocols. All strategies are [audited](#) before fund deployment.

Compound Finance

[Compound Finance](#) is the very first lending and borrowing protocol that was launched in September 2018, allowing anyone to earn interest on or borrow crypto assets without a peer. Each lending market has a dynamic borrowing interest rate, which varies as market conditions adjust.

How is yield earned on Unagii?

- 1.Users' deposits are pooled in the Vaults
- 2.In return, users receive uTokens which represent a claim on their share of deposits with any accrued yield earned over time
- 3.Pooled assets are auto-deposited into the Compound strategy lending markets several times a day
- 4.Using the deposits as collateral, the same asset is borrowed and lent out several times to lever up on the \$COMP emission yields
- 5.\$COMP earned from lending and borrowing will automatically be sold into the native Vault asset once every 3 days

Stash Vaults

V1 USDC Vault and V2 USDC Vault - Compound Leveraged strategy \$USDC is a stablecoin issued by regulated financial institutions, backed by fully reserved assets, redeemable on a 1:1 basis for US dollars, and governed by [Centre](#), a membership-based consortium that sets technical, policy and financial standards for stablecoins. The Compound Leveraged strategy lends out \$USDC to Compound Finance, and borrows back \$USDC at a safe LTV (loan to value) ratio. This is repeated a few times to lever up the \$COMP incentives that are emitted when users lend and borrow assets on Compound Finance. The \$COMP tokens are automatically harvested and sold back to \$USDC to compound yields. Using the same underlying asset for both lending and borrowing removes oracle pricing risks from the strategy.

V1 DAI Vault - Compound Leveraged strategy \$DAI is the native stablecoin issued from [MakerDao](#), a decentralized protocol that allows you to mint the \$DAI stablecoin using a variety of whitelisted tokens as collateral. The Compound Leveraged strategy lends out \$DAI to Compound Finance, and borrows back \$DAI at a safe LTV (loan to value) ratio. This is repeated a few times to lever up the \$COMP incentives that are emitted when users lend and borrow assets on Compound Finance. The \$COMP tokens are automatically harvested and sold back to \$DAI to compound yields. Using the same underlying asset for both lending and borrowing removes oracle pricing risks from the strategy.

Curve Finance

[Curve Finance](#) is one of the earliest automated market maker (AMM), a type of decentralized exchange protocol in the market. It was launched in early January 2020.Curve operates as an exchange liquidity pool on Ethereum designed for (1) efficient stablecoin and crypto asset trading with extremely low slippage (2) low risk, supplemental fee income for liquidity providers, without an opportunity cost.

Enhancing yield with Convex Finance

Convex allows liquidity providers on Curve to earn trading fees and claim boosted \$CRV without locking \$CRV themselves. Liquidity providers can receive boosted \$CRV and liquidity mining rewards with minimal effort. On top of earning \$CRV, liquidity providers also receive liquidity mining rewards in the form of \$CVX, hence boosting the yield for Unagii users.

How is yield earned on Unagii?

1. Users' deposits are pooled in the Vaults
2. In return, users receive uTokens which represent a claim on their share of deposits with any accrued yield earned over time
3. Pooled assets are auto-deposited into the Curve strategy liquidity pool several times a day
4. LP (liquidity provider) tokens are received in return and auto-staked into the Convex staking pool (or Curve staking pool for V1 vaults)
5. \$CRV (and \$CVX and any other incentive tokens) earned from staking will automatically be sold into the highest premium asset once every 3 days

Stash Vaults

V1 USDT Vault - Curve USDP Metapool strategy [\\$USDP is the native stablecoin issued from Unit protocol, a decentralized protocol that allows you to mint the stablecoin \\$USDP using a variety of](#) whitelisted tokens as collateral. Providing liquidity to the \$USDP Curve pool will allow Unagii users to earn trading fees from trades on Curve and \$CRV incentives via staking of the LP tokens. Rewards will be sold into the most premium Stablecoin and compounded.

V2 USDT Vault and V2 DAI Vault - Convex alUSD Metapool strategy \$alUSD is the synthetic stablecoin issued from [Alchemix](#), a future-yield-backed synthetic asset platform that gives you advances on your yield farming via a synthetic token that represents a fungible claim on any underlying collateral in the Alchemix protocol. For more information on how Alchemix works, kindly visit their [documentation](#). Providing liquidity to the \$alUSD Convex pool will allow Unagii users to earn trading fees from trades on Curve, as well as \$CRV, \$CVX and \$ALCX incentives via staking of the LP tokens. Rewards will be sold into the most premium Stablecoin and compounded.

Growth Vaults

V1 WBTC Vault - Curve oBTC Metapool strategy This Metapool helps further increase the liquidity of

Bitcoin on Ethereum and makes it easier for users to swap between different variants of wrapped \$BTC. \$oBTC is backed by \$BTC and created by [BoringDAO](#) – a decentralized bridge that allows users to transfer assets across blockchains via a minting tunnel. After Unagii deposits pooled assets in the strategy pool, we'll receive our share of LP tokens which will be staked for \$CRV and \$BOR in the DAO liquidity gauge. We'll then claim them from the minter gauge and sell them down to the most premium wrapped \$BTC compound the earnings. Providing liquidity into this pool will also accrue trading fees from Curve users on the exchange of four different kinds of pegged-BTC tokens (including \$oBTC) with low slippage.

V1 WBTC Vault - Curve BBTC Metapool strategy [Binance](#) Wrapped BTC is an ERC20 version of BTC that is issued by Binance as part of their BTokens offering. Deposits will be pooled in the strategy pool, where we'll receive our share of LP tokens which will be staked for \$CRV in the DAO liquidity gauge. We'll then claim them from the minter gauge and sell them down to the most premium wrapped \$BTC and compound the earnings. Providing liquidity into this pool will also accrue trading fees from Curve users on the exchange of four different kinds of pegged-BTC tokens (including \$BBTC) with low slippage.

V2 WBTC Vault - Convex BBTC Metapool strategy Essentially the same as V1 WBTC Vault - Curve BBTC Metapool strategy, but with LP tokens staked into Convex pool instead to earn \$CVX on top of \$CRV.

V1 ETH Vault - Curve stETH pool strategy This pool helps make staked \$ETH 2.0 more liquid, so [users can retain exposure and earn rewards. \\$stETH is a tokenised form of staked Ether native to Lido Finance – a staking solution for \\$ETH 2.0 built and backed by several industry-leading staking providers](#). By providing liquidity to this pool on behalf of Unagii users, Unagii will earn trading fees from Curve exchange transactions that take place within this pool. On top of that, we'll also receive LP tokens in return which we'll stake into the Curve gauge to receive \$LDO and \$CRV incentivized rewards. These rewards will then be sold into the most premium Ether and compounded. Users will be able to withdraw from the vault anytime in \$ETH or \$stETH.

V2 ETH Vault - Convex stETH pool strategy Essentially the same as V1 ETH Vault - Curve stETH pool strategy, but with LP tokens staked into Convex pool instead to earn \$CVX on top of \$CRV and \$LDO.

V1 Vaults

Unagii Vaults V1 is an Ethereum-based protocol that enables users to passively earn from automated yield farming by depositing single crypto assets into the [Vaults](#) executing a specific [Strategy](#) in a gas-efficient environment. Unagii integrates with third-party DeFi protocols (i.e. AMMs and lending platforms), enabling support for a wide selection of strategies that are deemed safe and valuable to users. Unagii Vaults V1

Architecture
Name Description **admin** Admin refers to the Unagii team, managed by a 2 out of 3 team member Gnosis multisig. Admin members are able to set and approve strategies, and execute the

deposit invest harvest skim withdraw exit functions. **bots** These are Externally Owned

Accounts (EOA) that are set to automate transactions at specific time periods to the Controller

contract. **controller** The main Unagii governance contract. Only the Admin and Bots are authorized to trigger transactions on the Controller. **defi** DeFi is the acronym for Decentralized Finance, a term describing a variety of blockchain-based financial protocols and applications. **deposit** The function to transfer user funds into Strategy. **exit** The function to claim and sell down rewards, then return all funds in the associated Strategy back into the Vault. **gas token** This is the contract that allows Unagii to tokenize gas on Ethereum. Unagii will store gas when it is cheap to do so, and spend the Gas Token when deployment and transaction costs are high. **gas relay** This enables the Bots to spend the Gas Token on a transaction that cuts transaction fees. **harvest** The function to claim and sell down rewards into the most premium deposit token, then reinvesting the token back into the vault, thereby compounding rewards. **invest** Calls the Deposit function to transfer tokens from the Vault into the Strategy. **skim** The function to update user balances according to the asset balance in the Strategy. It can only be called when the asset balance is more than the debt balance within the Strategy. **strategy** Strategy determines how yield is generated and accrued. Each DeFi protocol has different sets of strategies. Unagii has curated a bank of whitelisted strategies handpicked by the team that will give users the best performing yields on their tokens. **time lock** All new strategy contracts to be launched will be deployed behind a 24 hour time lock. It is currently managed by admin. The time lock will need to be called in order for new strategies to be approved. Users will be able to verify all of such events on-chain. **withdraw** The function to withdraw tokens from the Strategy back into the Vault.

V2 Vaults

Unagii Vaults V2 is the next iteration of the protocol with a slightly different architecture:

Vaults are upgradable by default as the Unagii Token contracts and the Vault contracts are separated, making it similar in design with Curve token and Curve pool contract

Smart contracts can interact (deposit/withdraw) from the vaults, which allows any developer to integrate with Unagii Vaults V2 (there is a block delay)

Vaults are protected from flash loan attacks as Unagii token tracks the latest block number of the caller

Protected from sandwich attack on harvest as profit is vested over a period of time (6 hours for now)

Vaults are able to invest in multiple strategies, allowing the protocol to maximize returns by optimizing the allocation of funds to each strategy

Unagii Vaults V2 Architecture

Unagii Token

Name	Description
mint	mint Unagii shares when user deposits.
burn	burn Unagii shares when user withdraws.
setMinter	set minter to Vault. this makes Unagii V2 upgradable. (only called by TimeLock).

Vault

Name	Description
deposit	user deposit token (DAI, USDC, USDT, ETH, WBTC), receives Unagii token in return.
withdraw	user withdraws token (DAI, USDC, USDT, ETH, WBTC), Unagii token is burnt.
setFundManager	set FundManager used to upgrade FundManager contract (only called by TimeLock).
borrow	borrow user funds from Vault (only FundManager can call).
repay	repay borrowed funds (only FundManager can call).
report	report profit back to Vault.

Fund Manager

Name	Description
setVault	set Vault used to upgrade Vault contract (only TimeLock can call).
approveStrategy	approve new strategy (only TimeLock can call).
addStrategyToQueue	activate strategy (only approved strategy can be activated).
removeStrategyFromQueue	deactivate strategy.
setQueue	reorder activate strategies (order determines which strategy to withdraw from first).
borrowFromVault	borrow user funds from Vault.
repayVault	repay user funds to Vault.
reportToVault	call report on Vault.
withdraw	withdraw user funds from FundManager and activate strategies, back into Vault.

Strategy

Name	Description
borrow	borrow user funds from FundManager.
repay	repay user funds to FundManager.
report	report profit back to FundManager.
withdraw	withdraw user funds back into FundManager.
deposit	borrow from FundManager and invest into external DeFi.
claimRewards / skim / harvest	claim profit.

⚠ Understanding the Risks

All users should first understand the risks associated with blockchain, DeFi and Smart Contracts

Since every protocol or application is built with smart contracts interacting with one another in some form, smart contract failure in one of the core components could cause a ripple effect throughout the DeFi ecosystem.

This means that smart contract failure on the lower layers could lead to loss of funds in the protocols or applications that are built at the higher layers.

Mitigating Smart Contract Risks through Multiple Security Audits

These smart contracts have been put through multiple security audits like the [Compound Protocol](#) from reputable firms like [Trail of Bits](#).

Risks with Stablecoin Pegs

Stablecoins are designed to minimize price volatility relative to another asset by pegging to another currency (fiat, crypto) or commodity.

Stablecoins can fail due to collateralization and volatility risk together with flawed mechanism designs to maintain their respective pegs.

However, the main risks are associated with specific collateral types backing these stablecoins.

Overcollateralization can help to reduce volatility risk but if the prices of the underlying collateralized asset drops too quickly, liquidation might not be enough to cover the full amount that was borrowed.

That being said, the risks are greatly reduced with a reasonable collateralization ratio and sound collateral types that have a monetary premium and deep liquidity like Ether or Bitcoin.

Losing a desired peg could cause loss of funds for stablecoin holders and that is why at Unagii we have decided only to work with the best, time-tested and widely accepted stablecoins like [USDC](#) (which is 1:1 backed by US dollars in a bank account issued by Coinbase) and [DAI](#) (decentralized cryptoovercollateralized stablecoin)

Market Risks

As with all new markets and technologies, other complex risks could exist with new Financial Platforms like Compound. One of these complex risks is Market Risk and better financial models are needed to better analyze these risks.

Platforms like Gauntlet have done thorough Risk Assessments like the one here : <https://gauntlet.network/reports/CompoundMarketRiskAssessment.pdf>

We use a rigorous definition of market risks to construct simulation-based stress tests that evaluate the economic security of the Compound protocol as it scales to underwriting billions of dollars of borrowed assets. These stress tests are trained on historical data and put through a battery of scenarios that represent the expected and worst case economic outcomes for the protocol. Our stress tests are constructed analogously to how transaction-level backtesting is done in high-frequency and algorithmic trading. These techniques are used to estimate the market risk of a systematic trading strategy before it is deployed to the market. As there are over \$1 trillion US dollars of assets managed by funds that use these techniques to provide daily actuarial analyses to risk managers, we believe that these are the best methodologies for evaluating market risk. By modifying these techniques to handle the idiosyncrasies of cryptocurrencies, we are able to provide similar statistical power in these actuarial analyses

⬆ FAQ

Why does the world need this?

We believe that society already has the collective compassion, knowledge and resources to solve all of the world's problems. We also know that the missing piece is a technology to bring it all together. Therefore we use proven applications of blockchain to connect the people within existing communities and empower them to solve

problems together. With this project, we envision a world endowment that can provide continuous funding to the movements and initiatives that matter most to the community.

Our vision for the future

In the future, we believe people will demand engagement, transparency, expediency and collaboration in society, and a seat at the table when solving problems. We believe this platform will be what people turn to first when looking to start and fund movements.

What is a DAO? And why do we need it?

A DAO is an online community built on the blockchain that introduces powerful tools designed for collaboration, decentralization, and transparency without the need for trust. This combination allows us to quickly mobilize around our most important social movements and take action quickly.

What is a “Movement”?

Movement DAO supports movements, defined as communities organized around a shared mission. For example, social movements such as racial justice, environmental movements such as saving endangered species, or public goods movements such as art projects. For the first time ever, these movements have the infrastructure to finance their causes with economic alignment. For the first time ever, the infrastructure exists to prevent tragedy of the commons.

What is an “initiative”?

Initiatives are projects proposed by the movement community. Token holders vote on which initiatives receive funding. Funding is provided by the reserve pool & direct tributes. Funding is distributed incrementally when predetermined milestones are achieved. Initiatives are proposed with those milestones.

What are the differences between \$MOVE and \$(Movement) tokens?

MOVE tokens represent the potential to mint new movements and influence how the entire system is governed. In addition, the MOVE token is the native currency used to purchase movement tokens. Given this powerful utility and the inherent demand for \$MOVE tokens, this token has the potential to appreciate in value over time as the ecosystem grows. The \$MOVE ecosystem also earns movement tokens for each newly minted movement and revenue generated through network activity tributes. Revenue generated through network tribute goes towards the MOVE endowment.

What is a Defi Endowment?

The Defi Endowment is a pool of tokens (both \$MOVE and \$(Movement) tokens) that are owned by the governance DAO. This pool of assets is used to permanently generate income for funding movements and their initiatives. Income is generated through network activity related to trading and swapping of tokens, as well as yield farming of stablecoin assets.

What are the benefits for token holders?

Movement tokens have the potential to accrue value over time, as the price is directly tied to the growth of a movement community. Movement communities have the flexibility to set their own economic design including variables such as bonding curves, transaction tributes, vesting, and deflation. Movement tokens also represent voting rights for governance and funding initiatives. Like \$MOVE token holders, \$(Movement) token holders are incentivized to take action against malicious actors in their communities.

How are tokens distributed?

Both \$MOVE and \$(Movement) tokens are distributed via a mechanism called a bonding curve. A bonding curve is an encoded formula that determines the price of each incremental token that is minted (purchased) or burned (sold) based on the total supply. Instead of minting a large supply of tokens at the onset of the project, Movement DAO uses this minting and burning mechanism so that these communities are formed, grow and thrive as decentralized communities from the beginning. The bonding curve is not only ideal for ensuring decentralization, fairness, and stability, it is also an important element used for continuous funding for movements.

How are initiatives funded?

There are two primary forms of funding for initiatives: Passive and Active. •Passive funding occurs when the movement community uses treasury reserves to fund initiatives. Passive funding takes time and requires continuous growth and activity such as minting, burning, and swapping of tokens. Active funding occurs when community members apply tributes to their votes. Tribute votes combine the signaling of which initiatives the voter wants to fund, and also attaches direct tributes of tokens IF those initiatives are selected.

Those who tribute tokens earn a boost in their voting power.

Why should I trust this platform?

The Merkaba system is built in a way that designs bad behavior out of the system by using carefully designed incentive systems. First, the use of bonding curve token distribution ensures that the project will be decentralized and community owned from the beginning. The founders tokens will be locked for 6 years from launch, meaning there is no return on investment to the founders until the platform is fully built, operational and successful in its objectives. The system also establishes trust with its community by adopting state of the art mechanism design concepts. We have built this system on the shoulders of giants.

Users can rest assured that the underlying code has been audited for functionality and security.

What are my responsibilities as a community member?

There are various stakeholders and community members in the Movement DAO ecosystem. The primary stakeholders are \$MOVE token holders and movement token holders.

\$MOVE tokens represent voting rights on the platform. Token holders are able to submit proposals and vote for governance changes as well as launch and influence new movements on the platform.

\$(Movement) tokens represent unique ecosystems designed specifically for supporting movements. Movement token holders are responsible for promoting, collaborating, and voting on how resources are allocated, and to which movement initiatives.

How do I get involved in the community?

As a movement evangelist - Submit a proposal for a new movement or get involved in a new movement community. Movement evangelists are often those who are proposing new movements, however communities may find more influential leaders that can grow their communities better over time. Additionally, evangelists can choose to have delegates who they allocate a portion of their rewards to increase the scope of the network and its influence.

As a developer - Join our Discord and stay active within the Developer channel. We encourage a collaborative developer community to help make the platform the best it can be.

As a community organizer - Decentralized communities require community members that take on leadership roles to help organize and mobilize their respective communities to take action and work together. Communities will naturally identify skillful leaders and create incentives to keep them engaged in these important roles.

How do I purchase tokens?

Download the Metamask wallet extension for your browser at <https://metamask.io> and follow details instructions at <https://metamask.io/faqs.html>

Download the Metamask App for your mobile device

Sync both applications with the QR code provided. Add funds with a debit card or Apple Pay

Complete your first transaction by buying ETH

Link your Metamask wallet to Movement DAO and buy \$MOVE

Use your \$MOVE tokens to start a new movement or to buy existing movement tokens.

Glossary

Use this space to get up to speed on key terminology

AUDIT

An audit is a comprehensive review of a system and its design to identify its strengths, weaknesses and potential vulnerability. Audits may be internal or independent and can be informal or formal audits and are meant to be a tool for project stakeholders or developers.

APY

Annual Percentage Yield are a time-based measurement of the Return On Investment (ROI) on an asset. For example, \$100 invested at 5% APY would yield \$105 after one year, if there is no compounding of any interest earned on that \$100 through the year.

AMM

An AMM is a decentralized asset trading pool that enables market participants to buy or sell cryptocurrencies. AMMs are non-custodial and permissionless in nature. Most AMMs utilize either a constant product, constant mean, or constant sum market-making formula; however, the most common is a constant product market maker, most notably Uniswap.

BONDING CURVE

Bonding curves are token distribution models that automate the relationship between price and supply. The tokens in this model are referred to as Continuous Tokens because their price is continuously calculated. In continuous token models, there is no ICO or token launch. Instead of pre-selling tokens during a launch phase, the tokens are minted continuously over time via an automated market maker contract. Tokens are minted when purchased as needed, in conjunction with demand, and used within the protocol or application when required or desired.

Continuous Tokens have other properties such as instant liquidity and deterministic price. Bonding curves act as an automated market maker such that token buyers and sellers have an instant market. Additionally, bonding curve models don't have central authorities responsible for issuing the tokens. Instead, users can buy a project's token through a smart contract platform. The cost to buy these tokens is determined by the supply of those tokens. Unlike traditional models, the cost of these tokens increases as the supply increases. This price is determined by a pre-existing algorithm, further described below. A fee of 1% is applied per trade with the bonding curve.

COLLATERAL FOUNDERS

The founding team who contributed the collateral by which the Movement DAOs genesis bonding curve was based. Additional, the founding team contributed the seed engineering funds to establish the DAO and initiative funding workflow.

COLLATERALIZATION

The borrowing of a deposit asset or assets to seek further business activities such as Yield Farming.

Collateralization can amplify gains or losses, and is thus, considered riskier than not borrowing funds.

COMPOUND INTEREST

Once called the eighth wonder of the world by Einstein, compound interest allows greater interest rates and returns on investments by allowing interest gained to be automatically reinvested back in with the original deposits and accrued interest. This reinvestment period is based on the planned distribution of this interest which may be hourly, weekly, monthly, or an annual interest distribution. With compound interest, the greatest gains are often seen over a certain period in time, with a notably sharp rise in the value of investments seen at longer periods. In general, the longer a deposit benefits from compound interest, the much greater the overall gains when compared to gains made from simple interest.

CONVICTION VOTING

Conviction voting is a DAO voting mechanism whereby individuals stake their powers to vote on proposals and gather enough votes to pass over time. While this mechanism is new, in theory, the it hinders persons with strong opinions and large stakes from bridling minority voters. Here, it's not a requirement for the majority to achieve consensus on each proposal, but rather, token holders (stakeholders) can concentrate on the proposals they promote/support.

DAI

A stable coin governed by MakeDAO an organization represented by a set of codified rules, controlled by the organization members and not influenced by a central government. A DAO's financial transaction record and program rules are maintained on a blockchain. "When implemented well, a DAO allows for real-world experiments in decentralized democratic organization and control, with more freedom of action and less regulatory oversight for DAO controlled projects and products when compared to legacy corporate structures and organizations

DAO

A DAO (decentralized autonomous organization) is an organization represented by rules encoded as a transparent computer program, controlled by the organization members, and not influenced by a central government. As the rules are embedded into the code, no managers are needed, thus removing any bureaucracy or hierarchy hurdles.

DAPP

A DApp is an online portal or other interactive software that enables direct interaction between end users and providers (e.g., connecting buyers and sellers in some marketplace, owners and stores in file storage).

DEFI

Decentralized Finance (DEFI) a set of Smart Contracts running independently on blockchains such as the Ethereum network that aim to enhance the profitability of investors in DeFi through automated smart contracts. DeFi tools seek to maximize returns by providing liquidity to various other protocols. These should be considered risky investments as the infrastructure is quite new and often not fully audited.

ENDAOMENT

An EnDAOment is a principal pool of capital used as a perpetual source for earning yield via DeFi activity, used to fund various movements and initiatives within the ecosystem.

ETHEREUM

Ethereum is an open-source decentralized blockchain built for smart contract development. Smart contracts allow for developers to create decentralized applications on the Ethereum infrastructure and to run their own token system on a secure and immutable platform without the need for building a dedicated blockchain.

ERC-20

A cryptocurrency protocol based on the Ethereum blockchain. An ERC-20 coin, by definition, uses this protocol.

FLASH LOANS

A type of loan that is only possible in the world of cryptocurrencies where the token is loaned out only for the length of time it takes to complete one transaction block on the blockchain. As long as the loan is paid back before the next transaction block begins there is no interest fee incurred by the borrower. Flash Loans allow for new types of investments that are nearly instantaneous algorithmic scripts to run in Smart Contracts that can be stacked upon one another for innovative yet sometimes risky investments. Flash Loans may also have vulnerabilities that may include systems vulnerabilities that take advantage of approved existing systems but are used in a novel malicious manner.

GAS FEES

Gas fees are rewards paid to Proof Of Work miners to incentivize them to support the network's transactions which become written to the blockchain. In Ethereum, this gas fee unit amount is expressed in gwei. Withdrawals or transfers to or from CEXs, DEXs Liquidity Pools, and Wallets all incur a gas fee. The amount of this gas fee will vary in cost depending on supply and demand. As currently designed: when demand on Ethereum or an ERC-20 network is at its highest, gas fees are at also their highest.

GOVERNANCE

Governance refers to the control and use of a Governance coin, token, and/or project through various measures to grow the ecosystem or product and to maximize gains for governance token holders.

GOVERNANCE TOKEN (\$MVM)

A token is used to govern the operations and influence the direction of a coin, token, and/or project controlled by the Governance Token. Holding these tokens are often profitable through direct price appreciation of popular governance tokens, but may come with other benefits that are only available to governance token holders and voters. Holders of the MOVE token help to shape the future of the Movement DAO ecosystem by voting on governance initiatives.

HATCH PRICE

The price paid per token by when hatching a new Movement.

IMPERMANENT LOSS

I Automated Market Makers (AMM) and liquidity providers (LPs) contribute assets for liquidity to market participants. These AMM pools utilize a bonding curve, typically built on a constant function market marker formula. Asset prices are constantly changed by the AMM pool in response to trading activities by participants. This is an effort to ensure that LPs can receive the same amount of assets they deposited when they withdrawal. However, due to the volatility of asset prices and arbitragers, LPs occasionally will not receive the exact amount of assets upon withdrawal. The dollar value of the assets they withdraw would typically be lower than if they had no provided liquidity and just held the assets. This dollar value shortfall is known as impermanent loss. The loss is said to be impermanent because if asset prices return to the level during withdrawal the loss is eliminated.

INITIATIVES

Initiatives are projects proposed by the movement community. Token holders vote on which initiatives receive funding. Funding is provided by the reserve pool & direct tributes. Funding is distributed incrementally when predetermined milestones are achieved. Initiatives are proposed with those milestones.

INSTANT LIQUIDITY

Tokens can be bought or sold instantaneously at any time, the bonding curve acting as an automated market maker. A bonding curve contract acts as the counter-party of the transaction and always holds enough ETH in reserve to buy tokens back.

LIQUIDITY

A measure of how much available circulating supply there is of an asset or currency, and the activity of that asset or currency in an exchange, economy, or network. A currency with low supply and/or circulation is said to be illiquid.

LIQUIDITY MINING

An energy-efficient form of cryptocurrency mining that supports work and transactions on a blockchain usually without expensive application or hardware-specific equipment required by older forms of cryptocurrency mining. Rewards are provided to liquidity providers as a means to incentivize liquidity mining

LIQUIDITY POOL

An LP, or Liquidity Pool, is a pool of deposited funds meant to provide liquidity to a currency, network, or Smart Contract. Liquidity is considered the lifeblood of any physical or digital currency, exchange, or financial network, so there will be designed rewards or incentives given to those who provide liquidity to LPs. Liquidity Providers-In the realm of cryptocurrency and DeFi, this refers to investors who deposit an asset to provide liquidity on an exchange and/or network(s) to gain an ROI on their investment. Investors deposit one or more of their digital assets into decentralized Liquidity Pools (LPs) to provide liquid capital to exchanges and smart contracts. Liquidity Providers often provide two or more types of assets, in which Impermanent Loss is sometimes seen.

LOCK AMOUNT

The minimum amount of the configured token that must be locked in order to submit a proposal.

LOCK DURATION

The minimum amount of time the configured token will be locked for in order to submit a proposal.

MAKERDAO

Maker is a decentralized governed financial ecosystem based on a Stablecoin called DAI. DAI is algorithmically pegged to \$1 USD, with no volatility. A digital asset with no volatility at all, is sometimes seen as a hedge or safety measure in times of high volatility or during Bear markets.

MARGIN

An available avenue of borrowed capital that is considered very high risk, as collateral must be provided for a margin loan to secure the loan. It is called margin or a margin loan because a risky loan is being taken on the margins of the investment to hopefully amplify gains for the investor or trader. A margin loan is considered very high risk as the deposited base asset is at risk of liquidation during a margin call.

MARGIN CALL

The act of implementing a Forced Liquidation or Liquidation Event when an investor or trader cannot meet debt obligations on leveraged trade positions. Margin calls can be triggered by rapidly changing market conditions and high volatility that bring Liquidation Events for some leveraged traders on exchanges and markets.

MARKET CAPITALIZATION

A measure of the total funds invested in a company or project. This market cap of a coin, company, or project can be calculated by multiplying the asset's unit price by the total number of coins. MetaMask-MetaMask is a popular mobile or desktop software cryptocurrency wallet that can hold, transmit or receive Ethereum and ERC-20 compatible coins or tokens.

MINIMUM APPROVAL %

This is the minimum amount of approval amongst the total membership required for a proposal to be valid, this can be set high if you want to ensure people are actively participating or it can be set to 0% so there is no quorum requirement enforced.

MINING POOL

A pool of cryptocurrency miners that provides mining services to a cryptocurrency network. Mining Pool operators and contributors are incentivized by a coin or token's programmed mining rewards to support transactions and provide liquidity on a coin's network.

MOVEMENT

Movements are broadly defined as communities organized around a shared mission. or example, social movements such as racial justice, environmental movements such as saving endangered species, or public goods movements such as art projects. Within the Movement DAO structure, these communities are radically empowered to organize and fund their most important initiatives in a fun, secure and trustless way. For the first time ever, these movements have the infrastructure to finance their causes with economic alignment. For the first time ever, the infrastructure exists to prevent tragedy of the commons.

MOVEMENT EVANGELISTS

Movement evangelists are nominated by their respective communities to spearhead movement awareness campaigns and to coordinate communities around funding. Movement Evangelists are also responsible for token giveaways.

MULTISIG WALLET

A multiple signature wallet is a cryptocurrency wallet that controls access and changes to one or more Smart Contracts. Community governed projects like a DAO often require multiple signers to approve a transaction before it will be executed. For community-based efforts, Multisig wallets for DAOs and DeFi projects are often implemented as 6 of 9 wallets, where 6 of 9 community wallet signers must agree to sign a transaction before a Smart Contract can be implemented.

ORACLE

A feed of data, such as the current market prices of an asset or assets, that provides a high confidence service to users and other services that the source and detail of the oracle's data are timely, accurate, and untampered. Sources of data may be singular or decentralized sources and may be dispersed geographically from one another. All exchanges and markets require accurate and timely information to operate properly at high efficiency. An example of the most well-known oracle protocol is Chainlink (LINK).

POOL

A smart contract containing shared amounts of assets provided by depositors. Pools are either used in Automated Market Makers (AMMs) for optimized trading purposes, lending aggregation (yPool), or in shared yield farming strategies (yVaults), among other things. In High Technology, a protocol is a set of developed rules or specifications. These rules detail definitions, standards, limitations, and potential stipulations of a protocol. Examples of technology protocols include TCP/IP and ERC-20.

POST-HATCH PRICE

Post-Hatch price - The price per token at the launch of the Movements when the curve is set and anyone can join with the Commons

RAGE QUIT

“Rage quitting” is a function built into DAO’s smart contracts that allows a member to take its unallocated capital contribution and leave the DAO.

REBALANCE

To make changes to a portfolio or pool of funds for various reasons. An automated or manual tactical change to a yield farming strategy that is meant to nearly instantaneously do one or more of the following actions

profits through arbitrage
Take or secure profits
Reduce risks to investors or pooled funds
During periods of high volatility, the latter is especially the case if margin or leveraged funding is used by the trader, investor, or controller in charge of pooled funds. If an assessment is made that market conditions are a risk to invested funds, mitigation efforts will be implemented either autonomously or through manual intervention to reduce risks to invested funds.

SMART CONTRACT

A digital contract that is programmed in a language that is considered Turing complete, meaning that with enough processing power and time, a properly programmed Smart Contract should be able to use its code base and logical algorithms to perform almost any digital task or process. Ethereum’s programming languages, such as Solidity and Vyper, are Turing complete.
ff. Spread-When an order is made on an exchange or market, the disagreement of the difference in price between potential buy and sell offers of an asset is called the spread. A wide spread in price can lead to higher slippage.

SPAM PENALTY %

Modifies the Lock Amount and Lock Duration depending on the number of currently active locks the proposer has.

STABLECOIN

In cryptocurrency, it is a digital cryptocurrency equivalent to one (1) Dollar USD. In theory, the price of the stablecoin is pegged to the US Dollar, but in practice, there is some variance to nearly all stablecoins except for coins like DAI, which are designed with no volatility.

STAKE

The act of depositing a cryptocurrency coin or token into a yield farming project and/or protocol, whether the access to the project is either through CeFi or DeFi methods. Stakers hope to gain interest on their deposits into these yield farming projects and offerings. CeFi is considered safer for several reasons -including strict rules, permitting, and regulations. However, DeFi tends to give much high rewards, while being accompanied with much higher risks, the earlier the investor participates in the project’s lifecycle, testing, and development. The act of staking a cryptocurrency deposit to yield farm additional cryptocurrency via CeFi or DeFi staking offerings, programs, or projects.

TESTNET

A testing network for a new token, project, or product, or for potential improvements to an existing product or offering. Testnets are used to test the viability and vulnerability of new ideas, concepts, code, and processes prior to moving on to a production network or networks of some sort.

TOKEN

A type of coin, except with much greater functionality. Tokens can also be used as a method of payment like coins, but unlike coins, they can excel at other use cases such as the democratic governance of a protocol or system, or as a means to use underlying coins to make liquidity tokens from these coin deposits. These liquidity tokens could then be used in innovative new strategies elsewhere via delegated funds to amplify gains with little risk to the underlying asset the liquidity token is based upon. An investor could choose this action so that further gains to their assets may be made by using the automated actions of intelligent Smart Contracts to optimize gains.

TOTAL AVAILABLE CAPITAL

Represents the total deployable capital in treasury reserves that can be used to fund initiatives within a movement. Token holders will vote to determine how to use “Total Available Capital” reserves.

TOTAL FINANCIAL BACKING

Represents the total “potential” influence of an entire movement community. In crypto terms, one might refer to this value as market capitalization. This number represents the total assets that are collateralized in stable coins on the bonding curve.

TRAGEDY OF THE COMMONS

An economics problem in which every individual has an incentive to consume a resource, but at the expense of every other individual – with no way to exclude anyone from consuming. Initially it was formulated by asking what would happen if every shepherd, acting in their own self-interest, allowed their flock to graze on the common field. If everybody does act in their apparent own best interest, it results in harmful over-consumption (all the grass is eaten, to the detriment of everyone).

TRIBUTE

Exit Tribute - The percentage that goes to the Funding Pool when token holders ‘sell’ by burning their token at the price determined by the ABC. If the Exit Tribute is 10% and the price is 1 DAI/token then, for every token burned, the exiting token holder would get 0.9 Dai and the Funding Pool would get 0.1

Hatch Tribute - The percentage of the funds raised during the Hatch that goes directly to Funding Pool to be used to support the Commons’ mission, the rest goes to the collateral pool

TURING COMPLETE

In programming, it refers to a language that is powerful and semi-autonomous, in a way. When a language such as Solidity or Vyper is Turing complete, it means that with enough processing power and time, a properly programmed Smart Contract using a Turing complete language should be able to use its code base and logical algorithms to perform nearly any digital task or process. A Turing complete language can even be programmed to have impacts on real-world activities through electronic means, as these rapidly executed digital commands can trigger actions in the real world through sensors, relays, switches, cameras, alarms, and alerts that can trigger

a human and/or automatic response. The concept of a Turing complete programming language was named after the inventor of the idea, Alan Turing. He was an unsung war hero and legendary mathematician. Turing was also a renowned and brilliant computer scientist, cryptanalyst, and forward thinker.

TVL

Total Value Locked into a Smart Contract or set of Smart Contracts that may be deployed or stored at one or more exchanges or markets. This is used as a measurement of investor deposits. It is the dollar value of all the coins or tokens locked into a platform, protocol, lending program, yield farming program, or insurance liquidity pool.

YIELD FARMING

Yield farming is the practice of staking or lending crypto assets in order to generate high returns or rewards in the form of additional cryptocurrency. This innovative yet risky and volatile application of decentralized finance (DeFi) has skyrocketed in popularity recently thanks to further innovations like liquidity mining. In short, yield farming protocols incentivize liquidity providers (LP) to stake or lock up their crypto assets in a smart contract-based liquidity pool. These incentives can be a percentage of transaction fees, interest from lenders or a governance token (see liquidity mining below). These returns are expressed as an annual percentage yield (APY). As more investors add funds to the related liquidity pool, the value of the issued returns decrease accordingly.

VOLATILITY

A statistical measure of the price variation of an asset. Newer early-stage projects in the explosive growth stage tend to see very high volatility in the price of their assets in their early days. Volatile assets are often considered riskier than less volatile assets because the price is expected to be less predictable.

Legal

Service Provider

What are the external costs involved with the DAO?

DAOs are currently not universally recognized as legal entities. Therefore in addition to overseeing the [assets of the DAO and how they are distributed by being one of the signers for the Gnosis Safe - daolawfirm.eth, the DAO through its members are responsible for the costs associated with its activities.](#) This includes reviewing statements made in this GitBook, what the tokens maybe used for and what Legal Disclaimers and Terms of Use are acceptable given the current laws.

Fees and Expenses

Movement DAO developer contemplated the use of a service provider to help facilitate, for example, paying other service providers who may not be strictly anonymous or accepting of Ethereum. Currently an anonymous donor is paying for the fees associated with the service provider until the DAO governance is formed and snapshot votes render the will of its members.

Following other DAOs, with different charters, such as [Flamingo DAO](#), and the fees associated with their activities, we estimate spending 2% of the assets held per year on such legal services.

Upon the formation of the governance for Movement DAO, this will be submitted for the community vote via [snapshot](#).

Token Sale and Use

What are the terms of the \$MOVE token sale?

TERMS AND CONDITIONS OF TOKEN SALE AND USE

PLEASE READ THESE TERMS AND CONDITIONS OF TOKEN SALE AND USE

CAREFULLY BEFORE ACCESSING THE WEBSITE LOCATED AT [HTTPS://MOVE.XYZ](https://move.xyz) (THE “WEBSITE”) OR THE Movement DAO (DEFINED BELOW) OR PURCHASING TOKENS. THE LAW OFFICE OF REED YURCHAK (THE “COMPANY”) WILL ACT AS THE SERVICE PROVIDER FOR THE MOVEMENT DAO. YOU ACKNOWLEDGE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH PURCHASING THE TOKENS DESCRIBED HEREIN AND AGREE TO ASSUME SUCH RISKS UPON ANY PURCHASE OF TOKENS. IN

ADDITION, NOTE THAT THESE TERMS CONTAIN A BINDING CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE THE TOKENS DESCRIBED HEREIN.

Prior to purchasing Tokens, you should carefully consider these Terms and, to the extent necessary, consult a lawyer, accountant, and/or tax professional, as applicable.

Purchases of Tokens should be undertaken only by individuals or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including Ethereum-based tokens and blockchain-based software systems. Purchasers should have an expert understanding of the storage and transmission mechanisms associated with cryptographic tokens. While the Company will be available to assist the Purchaser of Tokens during the Token Sale, the Company will not be responsible in any way for loss of any cryptocurrency, including Tokens, resulting from actions taken by, or omitted by Purchaser. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the Token Sale. Your participation in the Token Sale is deemed to be your understanding and acknowledgment that you satisfy the requirements mentioned in this paragraph.

As further described herein, by purchasing Tokens, and to the extent permitted by law, you agree to not hold the Company or its respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and/or designees liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with these Terms.

You acknowledge, understand and agree that:

You are subject to and bound by these Terms by virtue of purchasing the Tokens.

The Tokens have no rights, intended uses or attributes outside of use with the Movement Platform or as otherwise expressly referred to in these Terms.

A purchase of Tokens is non-refundable and cannot be cancelled.

A purchase of Tokens involves many, varied risks which can result in the loss of all amounts paid.

The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion.

The Tokens are not backed by any physical bullion or other assets which a Purchaser would have any rights or access to.

Other Token purchasers who made their purchase at a different time may receive more Tokens from the DAO for the same amount paid. In an effort to be completely transparent the tokens are priced on a bonding curve which is a function of the number of tokens voted by the community at any point in time and the token price is not due to any action by the DAO or any member of the community.

These Terms limit the liability of the DAO and its Associated Parties (defined below) in connection with the sale of Tokens.

Right to review information of the Movement DAO

You have reviewed to your satisfaction all supporting documents and collateral sources concerning the risks associate with purchasing Tokens.

NOTHING IN THESE TERMS SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION. TO THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW, EACH OF THE COMPANY AND MOVEMENT FOUNDATION (COLLECTIVELY, THE “ASSOCIATED PARTIES” AND EACH AN “ASSOCIATED PARTY”) EXPRESSLY DISCLAIM AND SHALL NOT BE LIABLE FOR ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, AND LOSS OF USE OR DATA), ARISING OUT OF OR IN CONNECTION WITH (I) THE PURCHASER’S ACCEPTANCE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS OR THE WHITEPAPER, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

Purchaser agrees to buy, and DAO agrees to sell, Tokens in accordance with the following terms: Acceptance of Confidential Offering Memorandum, Whitepaper and Terms

Cookies Policy

COOKIES POLICY

We understand that your privacy is important to you and are committed to being transparent about the technologies we use. In the spirit of transparency, this policy provides detailed information about how and when we use cookies on our Site.

Do we use Cookies?

Yes. We and our marketing partners, affiliates, and analytics or service providers use cookies, web beacons, or pixels and other technologies to ensure everyone who uses the Site has the best possible experience.

What is a Cookie?

A cookie (“Cookie”) is a small text file that is placed on your hard drive by a web page server. Cookies contain information that can later be read by a web server in the domain that issued the cookie to you. Some of the cookies will only be used if you use certain features or select certain preferences, and some cookies will always be used. You can find out more about each cookie by viewing our current cookie list below. We update this list periodically, so there may be additional cookies that are not yet listed. Web beacons, tags and scripts may be used in the Site or in emails to help us to deliver cookies, count visits, understand usage and campaign effectiveness and determine whether an email has been opened and acted upon. We may receive reports based on the use of these technologies by our service/analytics providers on an individual and aggregated basis.

Why do we use Cookies?

We generally use Cookies for the following purposes:

To recognize new or past customers.

To store your password if you are registered on our Site.

To improve our Site and to better understand your visits on our platforms and Site.

To serve you with interest-based or targeted advertising.

To observe your behaviors and browsing activities over time across multiple websites or other platforms.

To better understand the interests of our customers and our website visitors.

Some Cookies are necessary for certain uses of the Site, and without such Cookies, we would not be able to provide many services that you need to properly use the Site. These Cookies, for example, allow us to operate our Site so you may access it as you have requested and let us recognize that you have created an account and have logged into that account to access Site content. They also include Cookies that enable us to remember your previous actions within the same browsing session and secure our Sites.

We also use functional Cookies and Cookies from third parties for analysis and marketing purposes. Functional Cookies enable certain parts of the site to work properly and your user preferences to remain known. Analysis Cookies, among other things, collect information on how visitors use our Site, the content and products that users view most frequently, and the effectiveness of our third-party advertising. Advertising Cookies assist in delivering ads to relevant audiences and having our ads appear at the top of search results. Cookies are either “session” Cookies which are deleted when you end your browser session, or

“persistent,” which remain until their deletion by you (discussed below) or the party who served the cookie.

Full details on all of the Cookies used on the Site are available at our Cookie Disclosure table below.

If you want to learn more about cookies, or how to control, disable or delete them, please visit <http://www.aboutcookies.org> for detailed guidance. In addition, certain third-party advertising networks,

To control flash cookies, which we may use on our Site from time to time, you can go to

http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html, because Flash cookies cannot be controlled through your browser settings. Please note that if you decline the use of flash Cookies, some functions of the website may be unavailable and we will not be able to present personally tailored content and advertisements to you.

We may link the information collected by Cookies with other information we collect from you pursuant to this Privacy Policy and use the combined information as set forth herein. Similarly, the third parties who serve cookies on our Site may link your name or email address to other information they collect, which may include past purchases made offline or online, or your online usage information. If you are located in the European Economic Area, you have certain rights that are described above under the header “Notice to EU Data Subjects”, including the right to inspect and correct or delete the data that we have about you.

♀ Privacy Policy

Privacy Policy

Last Updated: January 3, 2022

This privacy policy (“Policy”) describes how Movement DAO (“Company”, “we”, “our”, or “us”) collects, uses, shares, and stores personal information of users of this website and members (the “Site”). This Policy applies to the Site, membership, services, projects or movements (collectively, “membership”) on or in which it is posted, linked, or referenced.

By using the Services, you accept the terms of this Policy and our Terms of Use, and consent to our collection, use, disclosure, and retention of your information as described in this Policy. If you have not done so already, please also review our Terms of Use. The Terms of Use contain provisions that limit our liability to you and require you to resolve any dispute with us on an individual basis and not as part of any class or representative action. IF YOU DO NOT AGREE WITH ANY PART OF THIS PRIVACY POLICY OR OUR TERMS OF USE, THEN PLEASE DO NOT USE ANY OF THE SERVICES.

If you are visiting this site from the European Union (EU), see our Notice to EU Data Subjects below for our legal bases for processing and transfer of your data.

WHAT WE COLLECT

We get information about you in a range of ways.

Information You Give Us. Information we collect from you includes:

Identity information, such as your first name, last name, username or similar identifier, title, date of birth and gender identification;

Contact information, such as your postal address, email address and telephone number;

Profile information, such as your username and password, interests, preferences, feedback and survey responses;

Feedback and correspondence, such as the information you provide in your responses to surveys, when you participate in market research activities, report a problem with Service, receive customer support or otherwise correspond with us;

Usage information, such as information about how you use the Service and interact with us; Membership information, such as personal information or financial information.

Information We Get From Others. We may get information about you from other third-party sources and we may add this to information we get from your use of the Services. Such information may include:

Information Automatically Collected. We may automatically record certain information about how you use our Site (we refer to this information as “Log Data”). Log Data may include information such as a user’s Internet Protocol (IP) address, device and browser type, operating system, the pages or features of our Site to which a user browsed and the time spent on those pages or features, the frequency with which the Site is used by a user, search terms, the links on our Site that a user clicked on or used, and other statistics. We use this information to administer the Service and we analyze (and may engage third parties to analyze) this information to improve and enhance the Service by expanding its features and functionality and tailoring it to

’ d d f

We may use cookies or similar technologies to analyze trends, administer the website, track users’ movements around the website, and to gather demographic information about our user base and members as a whole. Users can control the use of cookies at the individual browser level.

We also use Google Analytics to help us offer you an optimized user experience.

Google Analytics: You can find more information about Google Analytics’ use of your personal data here: <https://www.google.com/analytics/terms/us.html>

Information We Will Never Collect. We will never ask you to share your private keys or wallet seed. Never trust anyone or any site that asks you to enter your private keys or wallet seed.

USE OF PERSONAL INFORMATION

To Provide Our Service

We will use your personal information in the following ways:

To enable you to access and use the Services and maximize your membership.

To provide and deliver products and services that you may request.

To send information, including confirmations, technical notices, updates, security alerts, and support and administrative messages.

To confirm proposals or suggestions for movements and to confirm your identity on any vote taken on any proposal.

To Comply With Law

We use your personal information as we believe necessary or appropriate to comply with applicable laws (including anti-money laundering (AML) laws and know-your-customer (KYC) requirements), lawful requests and legal process, such as to respond to subpoenas or requests from government authorities.

To Communicate With You

We use your personal information to communicate about promotions, upcoming events, and other news associated with movements, voting, projects or other matters associated with your membership.

For Compliance, Fraud Prevention, and Safety

We may use your personal information to protect, investigate, and deter against fraudulent, unauthorized, or illegal activity, whether from a member or from an outside source seeking to access the member's account.

SHARING OF PERSONAL INFORMATION

We do not share or sell the personal information that you provide us with to other organizations without your express consent, except as described in this Privacy Policy. We disclose personal information to third parties under the following circumstances:

Affiliates. We may disclose your personal information to our subsidiaries and corporate affiliates for purposes consistent with this Privacy Policy.

Business Transfers. We may share personal information when we do a business deal, or negotiate a business deal, involving the sale or transfer of all or a part of our business or assets. These deals can include any merger, financing, acquisition, or bankruptcy transaction or proceeding.

Compliance with Laws and Law Enforcement; Protection and Safety. We may share personal information for legal, protection, and safety purposes.

We may share information to comply with laws, including KYC and AML requirements.

We may share information to respond to lawful requests and legal processes.

We may share information to protect the rights and property of the Company, our agents, customers, and others. This includes enforcing our agreements, policies, and terms of use.

We may share information in an emergency. This includes protecting the safety of our employees and agents, our customers, or any person.

Professional Advisors and Service Providers. We may share information with those who need it to do work for us. These recipients may include third party companies and individuals to administer and provide the Service on our behalf (such as customer support, hosting, email delivery and database management services), as well as lawyers, bankers, auditors, and insurers.

Other. You may permit us to share your personal information with other companies or entities of your choosing. Those uses will be subject to the privacy policies of the recipient entity or entities.

We may also share aggregated and/or anonymized data with others for their own uses.

HOW INFORMATION IS SECURED

We retain information we collect as long as it is necessary and relevant to fulfill the purposes outlined in this privacy policy and at least as long as you are a member or involved in Movement DAO, including as long as you own tokens. In addition, we retain personal information to comply with applicable law where required, prevent fraud, resolve disputes, troubleshoot problems, assist with any investigation, enforce our Terms of Use, and other actions permitted by law. To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) in which case we may use this information indefinitely without further notice to you for internal purposes

specifically related to keeping metrics to promote the most efficient and beneficial use of the

Movement DAO.

We employ industry standard security measures designed to protect the security of all information submitted through the Services. However, the security of information transmitted through the internet can never be guaranteed. We are not responsible for any interception or interruption of any communications through the internet or for changes to or losses of data. Users of the Services are responsible for maintaining the security of any password, biometrics, user ID or other form of authentication involved in obtaining access to password protected or secure areas of any of our digital services. In order to protect you and your data, we may suspend your use of any of the Services, without notice, pending an investigation, if any breach of security is suspected.

INFORMATION CHOICES AND CHANGES

Accessing, Updating, Correcting, and Deleting your Information

You may access information that you have voluntarily provided through your account on the Services, and to review, correct, or delete it by sending a request to <https://move.xyz>. You can request to change contact choices, opt-out of our sharing with others, and update your personal information and preferences.

Tracking Technologies Generally

Regular cookies may generally be disabled or removed by tools available as part of most commercial browsers, and in some instances blocked in the future by selecting certain settings. For more information, please see the section entitled “Cookies Policy” below

CONTACT INFORMATION

We welcome your comments or questions about this Policy, and you may contact us at: <https://move.xyz>.

CHANGES TO THIS PRIVACY POLICY

We may change this Privacy Policy at any time without prior notice to you. We encourage you to periodically review this page for the latest information on our privacy practices. If we make any changes, we will change the Last Updated date above to reflect when those changes were made.

Any modifications to this Privacy Policy will be effective upon our posting of the new terms and/or upon implementation of the changes to the Site (or as otherwise indicated at the time of posting). In all cases, your continued use of the Site or Services after the posting of any modified Privacy Policy indicates your acceptance of the terms of the modified Privacy Policy.

NOTICE TO CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

This section provides additional details about the personal information we collect about California consumers and the rights afforded to them under the California Consumer Privacy Act or “CCPA.”

For more details about the personal information we collect from you, please see the “What We Collect” section above. We collect this information for the business and commercial purposes described in the “Use of Personal Information” section above. We share this information with the categories of third parties described in the

“Sharing of Personal Information” section above. We do not sell (as such term is defined in the CCPA) the personal information we collect (and will not sell it without providing a right to opt out). Please refer to our Cookie Policy below for more information regarding the types of third-party cookies, if any, that we use.

Subject to certain limitations, the CCPA provides California consumers the right to request to know more details about the categories or specific pieces of personal information we collect (including how we use and disclose this information), to delete their personal information, to opt out of any “sales” that may be occurring, and to not be discriminated against for exercising these rights.

California consumers may make a request pursuant to their rights under the CCPA by contacting us at legal@consensys.net. Please note that you must verify your identity and request before further action is taken. As a part of this process, government identification may be required. Consistent with California law, you may designate an authorized agent to make a request on your behalf. In order to designate an authorized agent to make a request on your behalf, you must provide a valid power of attorney, the requester’s valid government issued identification, and the authorized agent’s valid government issued identification

NOTICE TO EU DATA SUBJECTS

Personal Information

With respect to EU data subjects, “personal information,” as used in this Privacy Policy, is equivalent to “personal data” as defined in the European Union General Data Protection Regulation (GDPR).

Sensitive Data

Some of the information you provide us may constitute sensitive data as defined in the GDPR (also referred to as special categories of personal data), including identification of your race or ethnicity on government issued identification documents.

Legal Bases for Processing

We only use your personal information as permitted by law. We are required to inform you of the legal bases of our processing of your personal information. If you have questions about the legal bases under which we process your personal information, contact us at <https://move.xyz>.

Use for New Purposes

We may use your personal information for reasons not described in this Privacy Policy, where we are permitted by law to do so and where the reason is compatible with the purpose for which we collected it. If we need to use your personal information for an unrelated purpose, we will notify you and explain the applicable legal basis for that use. If we have relied upon your consent for a particular use of your personal information, we will seek your consent for any unrelated purpose.

Your Rights

Under the GDPR, you have certain rights regarding your personal information. You may ask us to take the following actions in relation to your personal information that we hold:

Opt-out. Stop sending you direct marketing communications which you have previously consented to receive. We may continue to send you Service-related and other non-marketing communications.

Access. Provide you with information about our processing of your personal information and give you access to your personal information.

Correct. Update or correct inaccuracies in your personal information.

Delete. Delete your personal information.

Transfer. Transfer a machine-readable copy of your personal information to you or a third party of your choice.

Restrict. Restrict the processing of your personal information.

Object. Object to our reliance on our legitimate interests as the basis of our processing of your personal information that impacts your rights.

You can submit these requests by email to <https://move.xyz>. We may request specific information from you to help us confirm your identity and process your request. Applicable law may require or permit us to decline your request. If we decline your request, we will tell you why, subject to legal restrictions. If you would like to submit a complaint about our use of your personal information or response to your requests regarding your personal information, you may contact us at <https://move.xyz> or submit a complaint to the data protection regulator in your jurisdiction. You can find your data protection regulator here.

Cross-Border Data Transfer

Please be aware that your personal data will be transferred to, processed, and stored in the United States. Data protection laws in the United States may be different from those in your country of residence. You consent to the transfer of your information, including personal information, to the United States as set forth in this Privacy Policy by visiting our site or using our service.

Whenever we transfer your personal information out of the EEA to the United States or countries not deemed by the European Commission to provide an adequate level of personal information protection, the transfer will be based on a data transfer mechanism recognized by the European Commission as providing adequate protection for personal information.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal information out of the EEA.

Terms of Use

Movement DAO takes the law very seriously. All individuals who engage with the Movement DAO platform should understand the legal disclaimers. Have fun.

Disclaimer

Movement DAO seeks to be as diligent as possible in compiling and updating the information on its website.

However, there is no guarantee of the correctness and completeness of the information provided herein. Equally, the DAO does not guarantee that this information is always up-to-date and such information is subject to change without prior notice.

Certain capitalized terms are described in the Glossary and above in the FAQ. The FAQs is a summary based on the information found on this site or provided to the members by the DAO. Members should consult his or her own tax, financial, and legal advisors prior to making any investment in the DAO. Nothing in these FAQs shall be considered to be tax, financial, or legal advice to any member purchasing tokens or otherwise contributing to the DAO. For questions, please reach out to <https://move.xyz>.

Terms of Use

Welcome to Movement DAO! Please read these Terms of Use (the “Agreement” or “Terms”) carefully, along with any other policies or notices and our Privacy Policy (defined below) located at <https://move.xyz>, as they lay out the rules, terms, and guidelines for you to follow when using and accessing our website or participating in the DAO. This Agreement governs your use of Movement DAO and constitutes a legally binding agreement between each user (“you,” “your,” or “User”) and Movement DAO (“we,” “us,” or “our”

We may revise these Terms at any time without notice to you. If you have any questions about these Terms, please contact us at [https://move xyz](https://move.xyz)

In order to be a contributor to Movement DAO or purchase tokens on the DAO, you must register for and maintain an active personal user Services account (“Account”). You must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if different than 18) to obtain an Account, unless a specific Service permits otherwise.

Overview

This section is a brief summary of the highlights of the terms of use of the DAO’s website or services. We know that many terms of services can be long and full of confusing language so we have done our best to summarize the Terms in language that you will understand. When you accept this Agreement, you are accepting all of our Terms and not just this section. Simply by browsing the Site, you are agreeing to our Terms, so please read carefully.

Movement DAO is an experimental, novel approach to nonprofits devoted to performing good works and encouraging social justice in today’s contemporary society. The DAO is a blockchain-based organization that raises funds through the purchase of tokens that entitles the purchaser, or member, to champion specific nonprofit works or projects and seek additional funding from like-minded individuals. Movement DAO hosts blockchain software as a backend service for customers who set up their own accounts and purchase tokens.

Movement DAO is neither designed to be, nor is it set up to be, an investment vehicle and no jurisdiction has deemed any token produced by Movement DAO to be a “security” as defined by the 1933 Securities and Exchange Act (“The Act”). Movement DAO is specifically designed to take advantage of the benefits of the blockchain and cryptocurrencies to ensure that contributions to nonprofit works will have a larger impact based upon larger financial backing than traditional nonprofit corporations or charities.

How You Accept These Terms

By accessing our site or setting up an account in any manner, you acknowledge that you have read, understood, and agree to these Terms, as well as the accompanying privacy policy (“Privacy Policy”), which is accessible at <https://move.xyz>.

Note that we reserve the right to modify the Terms at any time in our sole discretion. Any changes to the Terms will be posted on our website at <https://move.xyz> and will become effective immediately upon posting.

It is your responsibility to check for updates to these Terms periodically.

Eligibility

You must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if different than eighteen (18) years of age), to contribute to Movement DAO or purchase tokens. In addition the purchase of tokens at this point is limited to those who qualify as “accredited” investors under the Act.

You can only participate in and enjoy the benefits of membership to the extent the laws of your jurisdiction or the laws of the United States do not bar you from doing so. Please make sure these Terms are in compliance with all

laws, rules, and regulations that apply to you.

By contributing to Movement DAO or becoming a member of our community, you represent and warrant that you meet all eligibility requirements we outline in these Terms. We always reserve the right to exercise our discretion as we see fit to refuse to allow certain individuals to contribute or become members of the DAO and further we may also change our eligibility criteria at any time.

Your Account With Movement DAO

In order to become a member of our community, you will need to create an Account to be able to purchase tokens as outlined above. In order to create an Account, you will need to provide us with your full name, organization, email address, phone number, billing address and account login information. In addition, we may collect information regarding other accounts you choose to link with Movement DAO (e.g., Metamask, Google, etc.).

By creating an Account, here are a few common sense rules and acknowledgements that we ask you comply with and understand:

Be honest with us. Provide accurate information about yourself. It is not copacetic to use false information or impersonate another person or company through your Account. Any failure to provide complete and accurate information can lead to the immediate termination of your Account – and we do not want to do that!

You are responsible for your Account. You are solely responsible for any activity on your Account or any actions undertaken by your membership in a community. If you are sharing an Account with other people (e.g., if you are representing a business entity or trust), then you will ultimately be responsible for all activity. If you are registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business and must notify us that you are purchasing the tokens on behalf of a business which membership shall be managed by you. Your Account is not transferable. You are solely responsible for any activity on your Account, so it is important to keep your Account password secure. In case of a dispute over the identity of the user, the authorized account holder of the Movement DAO or purchaser of the tokens will be deemed to be the user. “Authorized account holder” of an account is defined as the natural person assigned to the email address associated with the Account.

Be clear about our relationship. Creating an account and purchasing tokens from Movement DAO does not create an agency, partnership, joint venture, employment, or franchisee relationship with the DAO. No confidential, fiduciary, contractually implied, or other relationship is created with the DAO other than pursuant to these Terms. You will become a member of the community and enjoy all of the rights and benefits of membership as outlined above.

Passwords. You are responsible for safeguarding the password that you use to access Movement DAO or any wallet designed to hold any tokens purchased through the DAO. We encourage you to use “strong” passwords with your Account.

Emails. By creating an Account, you agree that you may receive communications from Movement DAO, such as newsletters, special offers, and account reminders and updates. You will also receive emails or communications designed to update you on any project or movement that you have indicated interests you and in which you wish to participate.

Impersonation. If someone has created an account in which he or she pretends to be you, and you send us a request to take down that account, please be sure that you have included the email address of the fake account. You agree to: (a) immediately notify us upon becoming aware of any unauthorized use of your password or Account or any other breach of security; and (b) ensure that you exit from your Account at the end of each session when using Movement DAO.

We will not be liable for any loss or damage arising from your failure to comply with this section of the Terms.

Intellectual Property

Movement DAO contains material, trademarks, and other proprietary information, including but not limited to text, software, photos, and graphics, and may in the future include video, graphics, music, and sound (“Content”), which is protected by copyright law, unregistered trademarks, database rights, and other intellectual property rights. Unless otherwise provided, we exclusively own the Content and your membership in a community of the DAO does not grant you any right, title, or interest in or to the Content.

Your Use of Our Services

You are responsible for all of your activity in connection with Movement DAO and for any use of your

Movement DAO Account or use of the tokens. When using your membership in accordance with these Terms, we grant you a limited, personal, non-commercial, non-exclusive, non-transferable, non-assignable, and revocable license to use Movement DAO and its name, resources and services. When using the rights of your membership, we ask that you abide by some common sense ground rules:

Don’t Use Your Membership to Break the Law or Sponsor Movements that are Illegal. You agree that you will not violate any laws when associated with Movement DAO. This includes any local, provincial, state, federal, national, or international laws or regulations that may apply to you.

Don’t Try To Harm Our System. You agree not to distribute any virus, worm, Trojan horse, or other harmful computer virus or malicious code through Movement DAO. You also agree to not take any action that may impose an unreasonable or disproportionately large load on our infrastructure.

Don’t Attempt to Circumvent Our Security. You agree not to bypass, circumvent, or attempt to bypass or circumvent any measures we may use to prevent or restrict access to Movement DAO, including without limitation other accounts, computer systems, or networks or virtual networks connected to Movement DAO.

Respect our Service. Do not take any action that: (i) interferes or attempts to interfere with the proper working of Movement DAO; (ii) circumvents any security-related features of Movement DAO; (iii) recruits or otherwise solicits any member of Movement DAO to participate in or fund projects promoted by or recommended by the DAO; or, (iv) use your membership in any way that harms the reputation or goals of Movement DAO.

Use of Cryptocurrency. You represent and warrant that any cryptocurrency transfer that you make through Movement DAO is legal in your jurisdiction. We will not be held liable for any loss or damages due to your non-compliance. All cryptocurrency transfers are made voluntarily and at your sole discretion, and you realize all risks of using cryptocurrency and blockchain technology, which are generally understood and recognized in accordance with the warnings of the financial regulators of countries across the world, as well as the risks specified in this Agreement. Movement DAO is not responsible for any cryptocurrency that may be lost through the process of smart contract execution or due to the volatility of cryptocurrencies on the market.

Any use of Movement DAO, its resources or tokens, other than as specifically authorized in these Terms, without our prior written permission, is strictly prohibited and will terminate your right to membership or continued participation in Movement DAO.

License You Grant to Us Over Member Content. Any content that you produce or provide to Movement DAO or its movements, including any recommendation for movements or projects, advertising or promotion of any project, will be owned by you. We do not own any of your content. However, by providing content to us, you implicitly give permission and grant us a license to use it as we deem necessary to support any project or to the benefit of the community.

When you submit code, post, or otherwise direct communications to Movement DAO (through the use of the Site, or via a phone call, email, Discord, Slack message, etc., with us) you give us a worldwide, nonexclusive,

royalty-free license to modify, use, adapt, copy, reproduce, modify and publish your User Content. You agree that this license includes the right for us to use your User Content for promotion or advertising purposes and to improve the Site. You agree that the User Content is non-confidential and that we have the right to unrestricted use for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

In uploading any work through our Services as User Content, you authorize other members who have access to that Service to make personal and customary use of the work and acknowledge that it may not be protected by copyright.

Permission to Use Your Content. You retain all ownership rights (to the extent there is any) in any User Content that you provide to Movement DAO to submit, post, or display on or through the Movement DAO. However, by submitting any User Content, you hereby grant us a universal, irrevocable, perpetual, nonexclusive, transferable, royalty-free license to use, view, copy, adapt, modify, distribute, license (including under an open source license), sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content, in full or in part, in connection with Movement DAO or its projects or movements, subject to the terms of our Privacy Policy. Note that this means that we may use any published listings for commercial means and may sell or exchange information (except personal information pursuant to our Privacy Policy) with third parties.

Responsibility for Your Content. You should only provide Content that you have the right to share and are comfortable sharing with others under this Agreement. You are proscribed from uploading, posting, or otherwise transmitting any User Content to, or through, Movement DAO including the suggestion of any project or movement or content in support of a project or movement that infringes, misappropriates, or otherwise violates any copyright, trademark, or other intellectual property right, right of privacy, right of publicity, or any other right of any entity or person, or that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane, or that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or Movement DAO rule or policy. If you do so, we reserve the right to remove any and all of your User Content from our site or material provided to our members at any time in our sole discretion. Moreover, you warrant that you have all rights, licenses, consents, permissions and authority necessary to grant the rights granted herein for any Content submitted or posted on the Movement DAO. You specifically represent and warrant that such Content will not contain material subject to copyright or other proprietary rights, unless you possess legal entitlement to that material and the authority to grant the license described above.

Approval of Content. We do not verify or pre-approve any posted User Content, and material in the form of opinions and we specifically state that any opinion published or otherwise provided by a member is not adopted by the DAO nor the opinion of Movement DAO.

Warranty & Limitation of Liability (or The Things You Cannot Sue Us For)

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, COUNSEL, EMPLOYEES, CONSULTANTS, LAWYERS, AND OTHER PERSONNEL AUTHORIZED TO ACT, ACTING, OR PURPORTING TO ACT ON OUR BEHALF (COLLECTIVELY THE "MOVEMENT DAO") BE LIABLE TO YOU UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: (A) ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE,

COMPENSATORY, OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED) OF ANY KIND WHATSOEVER RESULTING FROM: (I) YOUR MEMBERSHIP IN MOVEMENT DAO; (II) ANY MONETARY LOSS YOU ASSOCIATE WITH THE PURCHASE OF ANY TOKENS ASSOCIATED WITH MOVEMENT DAO; (III) ANY LOSS YOU ASSOCIATE WITH A PROJECT OR MOVEMENT IN WHICH YOU PARTICIPATE OR CONTRIBUTE THE BACKING OF YOUR TOKENS.

THESE LIMITATIONS APPLY REGARDLESS OF LEGAL THEORY, WHETHER BASED ON TORT, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Disclaimer

MOVEMENT DAO MAKES NO WARRANTY OF SUCCESS OF ANY PROJECT OR MOVEMENT NOR DOES IT MAKE REPRESENTATION OR WARRANTY REGARDING THE WORTH OR VALUE OF ANY TOKEN PURCHASED IN SUPPORT OF A PROJECT OR MOVEMENT. THE MEMBER AGREES THAT HE OR SHE ACCEPTS ALL RISK OF LOSS FOR ANY TOKEN PURCHASED THROUGH MOVEMENT DAO AND THAT NO REPRESENTATION REGARDING THE FUTURE VALUE OF ANY TOKEN HAS BEEN PROVIDED TO ANY MEMBER OF THE DAO.

SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Indemnification (or What Happens If You Get Us Sued)

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Movement DAO from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) any action taken by you while a member that causes harm; (ii) any User Content you post, program, upload, use, distribute, store, or otherwise transmit through the Site or in conjunction with any project or movement associated with Movement DAO; (iii) your violation of any term of this Agreement; or, (iv) your violation of any law, rule, or regulation, or the rights of any third party.

Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with us must be filed within one (1) year after such claim arose where, for purposes of this section, the time that the injury or harm occurred – not when it was discovered thereafter – is where it arose; otherwise, your claim is permanently barred.

Governing Law

No matter where you are located, the laws of the State of Florida will govern these Terms and the parties' relationship as if you signed these Terms in Florida, without regard to Florida state's conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded or modified only to the extent such provisions are inconsistent. The parties agree to submit to the federal or state courts in Miami Dade County, Florida, for exclusive jurisdiction of any dispute arising out of or related to your use of the Services or your breach of these Terms. You waive any objection based on lack of personal jurisdiction place of residence improper venue or *forum non conveniens* in any such action

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

Note to International Users

Movement DAO is based in the United States, but will have international reach. If you are a user accessing the Site from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Site, which is governed by United States law, you are transferring your personal information to the United States and you consent to that transfer.

Termination

We reserve the right to terminate your membership for misconduct or conduct detrimental to the community upon vote by the community. Termination of membership removes the right to vote on any action of any movement, suggest movements, make recommendations or suggestions to any movement, but it does not deprive the member of his or her tokens. That member shall still be allowed to sell the tokens, at his or her discretion, on the bonding curve, as outlined above.

No Waiver

Our failure to exercise, or delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

Severability

If it turns out that any term or provision of this Agreement is invalid, void, or, for any reason, unenforceable, such term or provision will be deemed severable and limited or eliminated to the minimum extent necessary.

The limitation or elimination of this term or provision will not affect any other terms of this Agreement.

Mandatory Arbitration & Waiver of Right to Class Action

The parties agree to mandatory arbitration to resolve any dispute arising from this Agreement or your membership or association with Movement DAO. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY

JURY. The parties agree that: (i) any arbitration will occur in Miami, FL; and, (ii) the arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of American Arbitration

Association for arbitration of consumer-related disputes, in the English language, and with limited discovery. At your request, hearings may be conducted in person or virtually or telephonically and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available to a court or other tribunal. THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO

ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES. THE

ARBITRATION DECISION MAY BE ENFORCED IN ANY COURT. WHETHER THE DISPUTE IS HEARD

IN ARBITRATION OR IN COURT, YOU AND MOVEMENT DAO WILL NOT PARTICIPATE IN OR COMMENCE A CLASS ACTION LAWSUIT, CLASS ARBITRATION, OR OTHER SIMILAR

REPRESENTATIVE ACTION OR PROCEEDINGS. YOU SPECIFICALLY ACKNOWLEDGE THAT BY BECOMING A MEMBER OF MOVEMENT DAO YOU VOLUNTARILY GIVE UP THESE RIGHTS.

Force Majeure

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions. This would include any delay in providing funding to a movement or other delay associated with a project of Movement DAO due to an act described above.

Entire Agreement

This Agreement sets forth the entire understanding and agreement as to the subject matter hereof including membership in Movement DAO or the purchase of any tokens associated with Movement DAO and supersedes any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this Agreement) and every nature between us. Except as provided for above, any modification to this Agreement must be in writing and must be signed by both parties.

Questions or Comments

We welcome comments, questions, concerns, and suggestions. Please send us a message at <https://move.xyz>.

EXHIBIT 10

Adopt the Guiding Principles, Terms of Service, and Code of Conduct

Authors: tankbottoms.eth, filipv.eth
Date: 2022-08-23

Thesis

The name of the DAO is **Movement DAO** or (“Move”, or “mDAO”, “DAO”), which was formed as a Delaware Unincorporated Nonprofit Association.

Adopt the DAO’s [Guiding Principles](#), [Terms of Service](#), and [Code of Conduct](#), attached hereto as Exhibits B, C, and D. Appoint **Benjamin Reed (benreed.eth)** to act as the DAO’s Secretary, **Authorized Member**, and to file the necessary federal application for the DAO IRS EIN Number Application, as well as to research and prepare the required documents for the DAO affiliate entities, including DAOLABS, in order to comply with applicable law.

- Guiding Principles: Establish the DAO as an Unincorporated Nonprofit Association pursuant to the [Delaware Unincorporated Nonprofit Association Act](#).
- Terms of Service: An agreement between the DAO and parties who use the DAO’s services or resources.
- Code of Conduct: Defines community Member standards and community enforcement guidelines.

Motivation

The DAO seeks clarity with regards to legal structure and the relationship between its Members and non-Members alike. These agreements contribute to a healthy, transparent and well functioning organization while addressing the lack of clear legal guidance regarding “DAOs”.

The Community Conduct Guidelines establish expectations for all Members’ conduct. The Terms of Service establishes the agreement between the DAO and users of the DAO’s decentralized application.

The appointment of an **Authorized Member** will enable the DAO to properly structure the product entities, non-profit entities, and account for each cost center properly. In an overall effort to move to transparent operations managing payouts from the appropriate legal entity, including the management of cryptocurrency on-ramp and off-ramp solutions, and the protection and management of intellectual property concerns via DAO affiliates such as DAOLABS. Prepare future proposal mip-0003 in which to seek budget and funding to deploy the DAO affiliates. The Service Providers will prepare these affiliate entities, governance, and develop processes for ongoing governance, of while some portion of the above budget will be used for reimbursements of expenses, legal fees, and other costs.

Specification

Ratify and adopt the DAO’s [Guiding Principles](#), [Terms of Service](#), and [Code of Conduct](#).

Update the DAO’s [Discord server](#), [docs](#), and other relevant resources to reflect these changes.

Rationale

Ratifying the Guiding Principles establishes an Unincorporated Nonprofit Association, which, in turn, will:

- recognize the DAO's legal standing as an entity;
- allow the DAO to hold accounts, property, and enter into agreements;
- clarify Membership processes, e.g. define duties owed to each other;
- adopt the Unincorporated Nonprofit Association model act language, where appropriate;
- establish and adopt unique and specific terms with regards to the DAO's structure, operations, and ownership of property;
- adopt the role of the Service Provider and the activities authorized; and
- remove ambiguity generally, i.e. regarding its intellectual property.

The Terms of Service will clarify the DAO's:

- requirement for parties interacting with the DAO's application and resources to take full responsibility;
- unambiguous position on the DAO's adherence to state and federal statutes;
- risks associated with reliance and deference to the technology employed in the DAO's operation;
- conditions of use, demand for compliance with all applicable laws and regulations (including U.S. Securities law, Office of Foreign Assets Control compliance, etc.);
- explicit prohibited activities (including activities which are illegal or harmful to the DAO or its Members);
- limitations in liability, and disclaimers by the DAO;
- requirement for indemnification by the user under certain circumstances;
- requirement for the user to promise not to sue the DAO, or its Members;
- language regarding arbitration, and processes for dispute resolution;
- process on computation of damages, attorney fee's, and notice via Blockscan;
- privacy policy, including a verbose general warning on blockchain usage;
- risks associated with DAO's online resources; and
- users' legal, financial, and ethical responsibilities when using the DAO's resources.

The Code of Conduct will state the DAO's position with regards to:

- requirements for Members to unequivocally be honest;
- community standards emphasizing honesty, inclusion, and respect; and
- enforcement guidelines for Members who violate these standards.

The DAO's Unincorporated nonprofit association requires an authorized Secretary and Member to file the necessary federal application for the DAO's IRS EIN Number Application.

Risks

- By forming an Unincorporated Nonprofit Association, the DAO may incur taxes.
- These documents may not adequately address DAO's legal concerns.
- These documents are long and may be difficult to read.

Timeline

These documents should be implemented once this proposal is ratified, only to be removed when superseded or amended by another proposal seeking to do the same.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolved as follows:

RESOLVED: That the **Guiding Principles** are hereby adopted as the Guiding Principles;

RESOLVED FURTHER: that the **Code of Conduct** is hereby adopted as the Code of Conduct;

RESOLVED FURTHER: that the **Terms of Service** is hereby adopted as the Terms of Service;

RESOLVED FURTHER: that Member **benreed.eth** shall serve as the **DAO's Authorized Member** and its **Secretary**, to serve until his respective successor is duly elected and qualified.

RESOLVED FURTHER: that Member **tankbottoms.eth** shall serve as an **Authorized Member** to serve until his respective successor is duly elected and qualified.

The Authorized Member, **benreed.eth**, **tankbottoms.eth** and the Service Provider are hereafter referred to together as the **Service Providers**.

RESOLVED FURTHER: that the Certificate of Adoption of the DAO Organizational Documents, labelled Exhibit A, by **benreed.eth**, the DAO's Secretary, and submitted to Snapshot Consensus is hereby approved.

RESOLVED FURTHER: that, in accordance with the powers of the Members specified in the Guiding Principals, the Service Providers of the DAO are authorized to execute and deliver any agreement in the name of the DAO and to otherwise obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, the Members, or the Service Providers, may adopt from time to time specific limitations on the authority of such an **Authorized Member**.

RESOLVED FURTHER: That the **Authorized Member** of the DAO in consultation with the Service Providers are authorized and directed to execute, verify and file all documents, and to take whatever actions, that are necessary or advisable to comply with all state and federal laws.

RESOLVED FURTHER: That the Service Providers are authorized to apply for a federal employer identification number on Form SS-4 for any contemplated DAO affiliate entities.

RESOLVED FURTHER: That the Service Providers are authorized to direct the responsible attorneys, paralegals and, or assistants or consultants of dao-lawfirm.eth, or counsel for the DAO, to submit on behalf of the DAO, and any affiliate entities, an online application for a federal employer identification number on Form SS-4.

RESOLVED FURTHER: That the **Service Providers** of the DAO are each authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, as any of each of the **Service Providers** may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such **Service Providers** to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the **Service Providers** of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed. As used in this document, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. [0x30670D81E487c80b9EDc54370e6EaF943B6EAB39](#)
2. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)

EXHIBIT 11

Adopt Actions

Author: tankbottoms.eth, filipv.eth
Creation Date: 2022-08-23

1. Thesis

At the behest of the DAO's concern, and in concurrence with the views of **dao-lawfirm.eth**, the Service Provider is responsible for aiding the DAO in initializing the Delaware Unincorporated Nonprofit Association, the intellectual property licensing entity, DAOLABS, LLC., and the for-profit entity, DAOLABS, Inc.

The DAO Members hereby ratify and approve all activities by the Service Provider taken in the furtherance of organizational and governance construction of the DAO and DAO affiliate entities, including the processing and execution of documents between shareholders, consultants, third parties, and directors. The DAO Members hereby ratify and approve all Service Provider actions and intentions for prior activities and for future activities and expenses related to these entities, their organization, and their governance.

2. DAOLABS Group

The DAO hereby ratifies the establishment of the following affiliates: **DAO-LABS, LLC.**, **DAOLABS, INC.** and any permutations thereof, as well as the establishment of **PeaceDAO Unincorporated Nonprofit Association**, and **Movement DAO**.

This proposal ratifies the actions of the Service Provider, insofar as to formalize the entities as either a Washington or Delaware entity, to establish the DAO's banking account, the employment agreements of these entities, and to establish the licensing relationship and consulting agreements between the entities, including **DAOLABS, LLC**, **DAOLABS, Inc.**, Movement DAO, and Peace DAO, and any permutations thereof, together which are referred to herein as the "**DAO Group**" or "**DAO affiliates**". The Unincorporated Nonprofit Association structure is sufficient for the purposes of PeaceDAO and Movement DAO.

3. Abstract

The DAO Members should ratify the indemnification of certain individuals who have acted on behalf of the DAO in various capacities: legal and accounting, including the disbursing of funds at the behest of other Members and the community and for the benefit of the DAO.

4. Authorization of “Meatspace” Activities

Authorize **tankbottoms.eth**, **benreed.eth**, **jimmyethworld.eth**,¹ and the individuals, entities, addresses, and contracts mentioned in the Guiding Principals § 7. *Clarification* to act on the DAO Group’s behest, ratified by the DAO Members, with all matters related to establishing legal entities, financial registration, and registration with any regulatory bodies or financial institutions, and fully authorize the aforementioned Members in all matters in furtherance of these activities. Furthermore, the DAO Group requires onboarding and accounting relationships with third party Cryptocurrency processor companies, intellectual property matters, and other matters related to the inter-group relationship with financing, intellectual property licensing, copyright and registration, and regulatory activities associated with any significant fundraising activities. Future issuance of tokens, options, and stock are also authorized.

It is anticipated that the entities within the DAO Group will be registered in various jurisdictions including the States of Washington, Florida, and Delaware, as well as the British Virgin Islands. Nonetheless, the individuals referenced above are further authorized to take any action in furtherance of establishing banking relationships with various parties.

5. Indemnification of the DAO Service Provider and Certain Individuals

Pursuant to the needs of the DAO in meatspace, aka IRL, with regards to the aforementioned: The DAO will indemnify the above individuals for any and all costs, fees, expenses, and liabilities incurred in the performance of their duties as a DAO Member, and/or DAO Service Provider, and/or DAO Affiliate.

Service Providers, DAO Members, and agents shall not be liable to the DAO, and shall be indemnified and held harmless for any loss or damage resulting from any act or omission performed or omitted in good faith, including gross negligence or willful misconduct, in pursuance of the authority granted to pursue the purpose and interests of the DAO. Moreover, no authorized individual shall be liable to the DAO because any taxing authorities disallows or adjusts any deductions or credits in the DAO tax returns. The Service Provider may authorize the DAO to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against that Member, any liquidating trustee or any present or former employee of the DAO, in an action brought by a third party against such person (whether or not the DAO is joined as a party defendant) to impose a liability or penalty on such person for an act alleged to have been committed by such person while a Member, liquidating trustee or employee of the DAO, provided the person to be indemnified was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in furtherance of the purpose and best interests of the DAO.

¹ Respectively, [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#), [0xf8042c55fE4dff9Df82c0F8435fbcdC32fe60A69](#), and [0xE41188926607921763D25392475f1156AC5f9033](#).

Payments authorized by this paragraph include amounts paid and expenses incurred in settling such an action or threatened action. The indemnification authorized by this paragraph shall be made from the assets of the DAO and no Member shall be personally liable to an indemnitee. This paragraph shall inure to the benefit of the Member and any future employees and agents of the DAO (including any liquidating trustee) and their respective Members, agents, successors and assignees.

6. Ratifications of Prior Disbursements

The DAO and its Members do hereby ratify and affirm each and every action undertaken by the Service Provider on behalf of the DAO wherein said DAO has full knowledge of said act and wherein the act has been fully and accurately stated and explained to the DAO. The DAO and its Members are fully aware of every transaction and contemporaneous events and circumstances and

7. Clarification

BY RATIFYING THIS PROPOSAL, YOU ARE AFFIRMING THAT THE DAO WILL INDEMNIFY THE FOLLOWING INDIVIDUALS, ENTITIES, CONTRACTS, AND ADDRESSES, AS WELL AS ANY ASSOCIATED SIGNERS, ADDRESSES, CONTRACTS, INDIVIDUALS, OR ENTITIES FOR ANY AND ALL COSTS, FEES, EXPENSES, AND LIABILITIES INCURRED AS A DAO MEMBER, AND/OR DAO SERVICE PROVIDER, AND/OR DAO AFFILIATE:

Address

0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6²
 0x752515a3a1091b9f1c04416cf79d1f14d2340085³
 0x5d95baebb8412ad827287240a5c281e3bb30d27e⁴
 0xf8042c55fe4dff9df82c0f8435fbcdc32fe60a69
 0xE41188926607921763D25392475f1156AC5f9033
 0x468f178672C86bFA02e5E1B0413C3ccf55A37409
 0x550bD0F03580B9a687931af4d837F8e45D61d410
 0xDbe76F6ae97dFD5bdd1D7DAD8972740d18aB2b57
 0x746cf650d4E5431474E8D4E2d5B6Bbe53772b498
 0xD2427c0e44D28Ea74c0504E072c6073d135569B2
 0x8C00f41676Ce4670ae9FcBBF297a24736dc23cc3

By ratifying this proposal, you attest that you have familiarized yourself with pertinent on-chain and off-chain transactions, contract-transactions, internal

²The DAO Multisig wallet.

³dao-lawfirm.eth.

⁴tankbottoms.eth, an Authorized Member.

transactions, swaps, and the activities and expenses carried out by those individuals and addresses mentioned above.

You also agree that any actions taken by the above listed individuals, accounts, Multisig contracts, in each case for itself or on behalf of the DAO, in connection with the development of cryptocurrency tooling, recruiting, cryptocurrency experimentation, supporting the purpose of the DAO or its Members, interacting with exchanges, contributing to protocols, swapping tokens, purchasing or selling NFTs, deploying contracts, the utilization of meatspace bank accounts, the depositing of monies into such accounts, the obtaining of accounts or Membership licenses on behalf of the DAO (e.g. Hosting services, Fleek, Notion, Cloudflare, Digital Ocean, Google, Apple), and any actions related thereto are hereby confirmed and ratified in all respects, and that the Service Provider and their affiliates (e.g. **tankbottoms.eth**) and the DAO's agents, (e.g. **tankbottoms.eth**) shall be entitled to indemnity with respect to such actions.

8. Ratification of Future Disbursements

The DAO, by its Members hereby ratifies and approves a \$100,000.00 spending threshold for the Service Providers, including **dao-lawfirm.eth** and **tankbottoms.eth**, whereby prior verbal approval, initial signer, or governance approval is not necessary to spend up to 100,000 USD's worth of funds and cryptographic assets; however, notwithstanding any of the above, any such expenses must be accounted for separately.

9. Timeline

These processes should be implemented once this proposal is ratified, only to be removed when superseded or amended by another proposal.

Snapshot Consensus by the DAO Members

dao-lawfirm.eth of the **Law Offices of Reed Yurchak**, **tankbottoms.eth**, **benreed.eth**, and **cptspacecadet.eth** will hereafter be collectively referred to as the "**Service Providers**".

Ratification of Prior Expenses

RESOLVED: The DAO hereby adopts all prior acts related to agreements, and payments by the Service Providers.

FURTHER RESOLVED: That "**Snapshot Consensus**" by the DAO Members hereby ratifies all prior acts related to payments from the DAO or any Member wallet for the DAO or its Members, using fiat, Ethereum, or Stablecoins such as DAI, and through the Service Providers' Cryptocurrency accounts, through personal accounts, or through assigned Multisignature contracts, on

behalf the DAO's Members or the DAO, for any and all expenses, including software development, research, or consulting services, at the behest of DAO Members whether to satisfy agreements, letters of intent, or contracts, as well as all other actions heretofore undertaken and performed on behalf of the DAO by the Service Providers, or Authorized Members, or by any agent **are hereby ratified, approved and confirmed in their entirety**. Members have been given all information, regarding each and every transaction from every account and Multisignature wallets below, including all transactions personal, DAO related, or otherwise to any other Cryptocurrency account.

FURTHER RESOLVED: The DAO by its Members, individually and collectively, have been provided with all pertinent records, via Etherscan, associated with all the Ethereum addresses with which the DAO, or its Service Providers, operated or were involved in any transactions. The DAO, by its Members, hereby approve all transactions between the DAO, its Service Providers, to or from any address owned by the Service Providers. The DAO, by its Members, hereby ratify and affirm each and every transaction on behalf of the DAO, and have full knowledge of each transaction and the transactions were made fully and accurately as stated and explained in the records.

FURTHER RESOLVED: The DAO, by its Members, hereby ratify and approve ongoing reimbursements to the Service Providers for all reoccurring expenses which have continued to accrue since March or April of 2022, including software licenses, cloud computing resources, blockchain resources, consulting services, and other engineering expenses. The DAO hereby authorizes the Service Providers to convert fiat into Cryptocurrency and vice versa in the present, the future, and in the past, which may have incurred tax liabilities. The DAO has determined it is in the best interest of its Members to provide accounting services or reimbursements for accounting services to offset the complexity, overhead, and incurred expenses by the Service Providers.

FURTHER RESOLVED: That the DAO, through its Service Provider, is authorized to make payments to itself, dao-lawfirm.eth, and tankbottoms.eth for Cryptocurrency reimbursements associated with ongoing expenses which have continued to date, such as software subscriptions, development services, and individual and/or associated compensation.

FURTHER RESOLVED: All actions by the Service Providers from January 1, 2022 have been duly presented to the Members in their entirety by way of the Ethereum address records below. The DAO, by its Members ratify and affirm all actions by the Service Providers.

ENS	ETH Address
developer.movedao.eth	0x2187e6a7c765777d50213346F0Fe519fCA706fbD
peace.movedao.eth	0xD2427c0e44D28Ea74c0504E072c6073d135569B2
gnosis.dao-lawfirm.eth	0x607d56643673649bd25AA47325A7a6AFeffc3B4a

ENS	ETH Address
-	0x46D65c64E883f70371A6fcAcB124FB5dd68c9918
-	0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6
-	0x1932494517F20EB03D652BfDCbABb42018337436
-	0x41e923B875aF2Cc72772747E9ef2ed55c8df9D42
-	0x8C00f41676Ce4670ae9FcBBF297a24736dc23cc3
-	0x8a97426C1a720a45B8d69E974631f01f1168232B
dao-lawfirm.eth	0x30670D81E487c80b9EDc54370e6EaF943B6EAB39
tankbottoms.eth	0x5d95baEBB8412AD827287240A5c281E3bB30d27E

FURTHER RESOLVED: That the Service Providers of this DAO are, and each acting alone is, hereby authorized to do and perform any and all acts, including execution of any and all documents and certificates, as said Service Provider(s) shall deem necessary or advisable to carry out the purposes of the resolutions herein.

Further Indemnification

FURTHER RESOLVED: The DAO, by its Members, hereby ratifies and approve that the DAO will provide the Service Providers indemnification, including advances of expenses arising out of any activities subject of the civil, criminal, administrative or investigative action, suit, or proceeding for which indemnification or advancement of expenses is sought. That the DAO, through its Service Providers, determines that it is in the best interest of the DAO, its affiliates, and its Members for the DAO to enter into indemnification agreements with its current and future Service Providers in substantially the form attached hereto: [DAOLABS Form Indemnification Agreement](#). That the Service Providers or Authorized Members are authorized to execute and deliver an indemnification agreement with each of the DAO's current Service Providers, and with any future Service Providers of the DAO. That the Service Providers of the DAO are authorized to make modifications to such agreements in order to comply with applicable law.

RESOLVED FURTHER: That the Authorized Members are authorized to determine whether to elect to apply Section 248(a) of the Internal Revenue Code with respect to any organizational expenditures.

RESOLVED FURTHER: That the Service Providers are authorized to consult with bookkeepers, auditors and attorneys in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes for which the DAO and its affiliate entities may now be (or hereafter become) liable.

RESOLVED FURTHER: That the Service Providers are authorized and directed to solicit the consent of the eligible Members information related to the adoption of legal equity incentive plans and to file the appropriate notices with the applicable state and federal securities authorities in connection with the

issuance of options, at such time as such actions may be necessary or advisable in order to comply with applicable law.

RESOLVED FURTHER: That, in accordance with the Guiding Principals, the **Authorized Member**, together with the Service Provider, are authorized to execute and deliver any agreement in the name of the DAO and to otherwise obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, the Members may adopt from time to time specific limitations on the authority of Authorized Members or Service Providers.

RESOLVED FURTHER: That the Service Providers are authorized to execute and deliver any form of work product, draft board minutes, by instruction to legal counsel or other authorized representative to determine the size of the common stock pool, rate of issuance, and the terms of the adoption of the plan for the DAO affiliate entity. That Service Provider is authorized to deliver in any form the parameters of the common stock allocation, option pool, and investment allocation for the DAO affiliate entity.

RESOLVED FURTHER: That the “**Service Providers**” of the DAO are each authorized and empowered to take any and all further action to execute and deliver any and all such further agreements in the organization and governance between the DAO affiliate entities and the DAO, with regards to the inter-company licensing agreements.

Omnibus Resolutions

RESOLVED FURTHER: That the **Service Providers** of the DAO are each authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, as any of each of the **Service Providers** may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such **Service Providers** to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the **Service Providers** of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed. As used in this document, the words “herein,” “hereof,” “hereby” and “hereunder” shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in

any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. [0x30670D81E487c80b9EDc54370e6EaF943B6EAB39](#)
2. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)

EXHIBIT 12

Snapshot Consent of the Members of the DAO

Authors: tankbottoms.eth, filipv.eth

Date: 2022-08-23

DAO, an Unincorporated Nonprofit Association, a Delaware entity, and DAO-LABS, and other proposed DAO Entities

Definitions

Snapshot is a decentralized voting system which provides flexibility on voting power calculation, various voting types, the creation of proposals, and the off-chain verification of voters via the Ethereum blockchain, which enables easy to verify and hard to contest results enabling robust governance of unincorporated associations with large participation bases. Snapshot thereby enables diverse decentralized decision making, previously only possible through highly coordinated shareholder meetings, without any costs. The DAO and its affiliates entities use Snapshot in order to verify and calculate Membership consensus.

The undersigned, constituting the Members hereby adopt the following resolutions via Snapshot:

Ratification of Actions of the Service Providers

RESOLVED: The **Service Providers**, as defined by the Guiding Principals § 16¶¶ (a)-(d); specifically as dao-lawfirm.eth, Attorney Reed Yurchak of the Law Offices of Reed Yurchak, and forensic blockchain engineer tankbottoms.eth. Every action that has been taken, authorized, unauthorized, and with respect to the DAO by the **Service Providers** including, but not limited to, the transfer of Cryptocurrency to and from Gnosis Multi-Signature Wallets, externally owned wallets, Coinbase, Robinhood, and any other addresses, i.e. Uniswap, Matcha, OpenSea, etc, the appointment of the Authorized Member, and any of their affiliates, together ("**Service Providers**"), authorship of any documents, agreements, documents, the filing of the Guiding Principles, the registering of the DAO's EIN, the establishment of any affiliates (such as any for-profit entities), including DAOLABS, Inc., DAOLABS LLC, Movement DAO, Peace DAO, and Treasury, are hereby ratified.

RESOLVED FURTHER: That **Benjamin Reed (benreed.eth)** is appointed to serve as the DAO's **Authorized Member**, to serve until his respective successor is duly elected and qualified.

Election of Additional Authorized Members and their Agents

RESOLVED FURTHER: That **Benjamin Reed (benreed.eth)**, as well as any persons associated with the addresses below, are elected as **Authorized Members** and agents of the DAO, to serve until their respective successors

are duly elected and qualified or until any such Member's earlier resignation or removal:

Address

0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6
0x752515a3a1091b9f1c04416cf79d1f14d2340085
0x5d95baebb8412ad827287240a5c281e3bb30d27e
0xf8042c55fe4dff9df82c0f8435fbc32fe60a69
0xE41188926607921763D25392475f1156AC5f9033
0x468f178672C86bFA02e5E1B0413C3ccf55A37409
0x550bdD0F03580B9a687931af4d837F8e45D61d410
0xDbe76F6ae97dFD5bdd1D7DAD8972740d18aB2b57
0x746cf650d4E5431474E8D4E2d5B6Bbe53772b498
0xD2427c0e44D28Ea74c0504E072c6073d135569B2
0x8C00f41676Ce4670ae9FcBBF297a24736dc23cc3

RESOLVED FURTHER: That the **Authorized Members** in consultation with the Service Provider or any legal counsel are authorized and directed to execute, verify, and file all documents, and to take whatever actions, that are necessary or advisable to comply with all state and federal laws, or that are taken on behalf of the DAO or at the behest of other Members.

Execution of Agreements Generally

RESOLVED FURTHER: That the Members determine that it is in the best interest of the DAO to enter into indemnification agreements, independent consulting agreements, innovations and assignments agreements, or a number of other agreements (including offer letters, employee nondisclosure and assignment agreements, confidentiality agreements, mutual confidentiality agreements, confidential materials release forms, and independent contractor services agreements) (together, "Agreements") with its current and future Service Providers, the **Authorized Members**, and agents in substantially in the form respectively attached hereto as Exhibits A, B, C, and D.

RESOLVED FURTHER: That the DAO is authorized to execute and deliver Agreements with each individual and with all future **Authorized Members** of the DAO.

RESOLVED FURTHER: That the **Authorized Members** are authorized to make modifications to such Agreements in order to comply with applicable law.

Management of Fiscal Affairs Generally

RESOLVED FURTHER: That the **Service Providers** and **Authorized Members** (together "**Service Providers**") are authorized to:

- designate one or more banks or similar financial institutions as depositories of the funds of the **DAO, DAOLABS, TREASURY, PEACE DAO, MOVEMENT DAO and/or any other DAO affiliates** (together the “**DAO Entities**”);
- open, maintain and close general and special accounts with any such depositories;
- cause to be deposited from time to time in such accounts, funds of the DAO into the DAO Entities as they deem necessary or advisable, and to designate, or to change or revoke the designation of, the officers or agents of the DAO Entities authorized to make such deposits and to endorse checks, drafts and other instruments for deposit;
- designate, or to change or revoke the designation of, the **Service Provider** or agents of the DAO Entities authorized to sign or countersign checks, drafts or other orders for the payment of money of the DAO Entities against any funds deposited in any of such accounts;
- authorize the use of facsimile signatures for the signing or countersigning of checks, drafts or other orders for the payment of money, and to enter into such agreements as banks and similar financial institutions customarily require as a condition for permitting the use of facsimile signatures; and
- make such general and special rules and regulations with respect to such accounts as they may deem necessary or advisable, and to complete, execute, and certify any customary printed blank signature card forms or online forms in order to exercise conveniently the authority granted by this resolution, and any resolutions printed on such cards or available in such online forms are deemed adopted as a part of this resolution.

RESOLVED FURTHER: That all form resolutions required by any such depository are adopted, and that the **Service Providers** and agents are authorized to certify such resolutions as having been adopted by this action by Member vote.

RESOLVED FURTHER: That any such depository to which a certified copy of these resolutions has been delivered by the **Authorized Member** is authorized and entitled to rely upon such resolutions for all purposes until it receives written notice of the revocation or amendment of these resolutions.

Expenses Related to the Incorporation and its Organization

RESOLVED FURTHER: That the **Service Providers** are authorized to pay and reimburse the expenses of incorporation and organization of the DAO Entities, and their affiliate, including without limitation expenses incurred prior to the incorporation of the DAO Entities.

RESOLVED FURTHER: That the **Authorized Members** are authorized to determine whether to elect to apply Section 248(a) of the Internal Revenue Code with respect to any organizational expenditures.

Withholding Taxes

RESOLVED FURTHER: That the **Service Providers** is authorized to consult with its bookkeepers, auditors and attorneys in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes for which the DAO Entities may now be (or hereafter become) liable.

Accounting Year

RESOLVED FURTHER: That the accounting year of the Company will end on December 31st of each year.

Qualifications to do Business

RESOLVED FURTHER: That the **Service Providers** are authorized to take any and all actions that they deem necessary or appropriate to qualify the DAO and its affiliate entities to do business as a foreign corporation in each state that the officers determine such a qualification to be necessary or appropriate.

Employer Tax Identification Number

RESOLVED FURTHER: That the **Service Providers** are authorized to apply for a federal employer identification number on Form SS-4.

RESOLVED FURTHER: That the **Service Providers** are authorized to direct the responsible attorneys, paralegals and corporate assistants of dao-lawfirm.eth or counsel for the DAO, to submit on behalf of the DAO, an online application for a federal employer identification number on Form SS-4.

RESOLVED FURTHER: That the **Service Providers** are authorized to prepare an equity incentive plan and agreement for the appropriate DAO affiliate entities, DAOLABS, and to file the appropriate notices with the applicable state and federal securities authorities in connection with the issuance of options, at such time as such actions may be necessary or advisable in order to comply with applicable law.

Omnibus Resolutions

RESOLVED FURTHER: That the **Service Providers** shall be, and hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, any affiliate entities, or officer, as any such officer may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents, and certificates. The payment of such expenses by any such officer or **Service Provider** shall be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the **Service Providers** to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed by the DAO Members by way of Snapshot.

The Collective Snapshot Consent of the Members of the DAO or DAO Member Actions

This action by the DAO Members by Snapshot vote shall be effective as of the date the DAO receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile, Website, Ethereum blockchain signatures or other reliable verification and reproduction of this action by recorded and written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This action by the DAO Members shall be recorded with the next Snapshot vote of the DAO.

Authors

1. [0x30670D81E487c80b9EDc54370e6EaF943B6EAB39](#)
2. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)

EXHIBIT 13

Guiding Principles

The following Guiding Principles are provided to set forth the terms of Membership, governance, and agreement between Members of the DAO. The “DAO” refers to Movement DAO, Move DAO, its affiliates DAOLABS, non-profit and for-profit organizations, and individuals involved initially as its Members, developers, and operators of any associated traditional software, web services, Multi-signature wallets, or Ethereum Cryptographic Smart Contracts.

Definitions.

- The [definitions](#) section of the associated document is included in its entirety herein. Any terms which are defined herein supersede any definition contained in the associated document.
- **“Service Provider”** means the Person or Persons appointed by the DAO to perform administrative services, responsibilities, and duties to carry on the DAO’s operations. The initial Service Provider shall be [dao-lawfirm.eth](#), including its predecessor entities, any future entity of [dao-lawfirm.eth](#), and [dao-lawfirm.xyz](#), and their vendors, consultants, and affiliates, as well as dao-lawfirm.eth’s affiliates Meows, LLC. and tankbottoms.eth, and their vendors, consultants, and affiliates. For the purpose of any electronic communications (including notice) the following addresses: [0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethmail.cc](#) and [0x5d95baEBB8412AD827287240A5c281E3bB30d27E@ethmail.cc](#) are sufficient.

Introduction.

These guiding principles constitute an Agreement (hereinafter the “Agreement”) and are entered into by and amongst Members of DAO, also known as Move (hereinafter “DAO”), an unincorporated nonprofit association organized under the **laws of the State of Delaware**.

The following terms apply when you click to view or access DAO’s Dapp, DAO’s online services or any of DAO’s sites, contribute or transfer cryptocurrencies such as Ethereum, or transfer one or more ERC-20s (“Tokens”), ERC-721s (“NFTs”), or other digital assets (collectively, “Cryptographic Currencies”) to the DAO, become a Member of DAO, receive DAO Governance Tokens, hold Governance Rights for the DAO, interact with or access **the DAO’s smart contracts** in any way, provide services to the DAO, donate or transfer any property to the DAO, or otherwise interact with or access any other of the DAO’s services. DAO’s governance may occur on [Snapshot](#); for the purpose of this agreement we refer to this as part of the DAO Dapp.

By doing any of the above, you signify your agreement to these terms. If you do not agree to be bound by the Agreement in its entirety,

you may not access, interact with, or use the DAO Dapp or online services.

Capitalized terms used herein have the meanings ascribed to them in the [Definitions](#). Any terms which are defined herein supersede any definition contained in the associated document.

1. Organization.

(a) Formation. The DAO was formed on *February 1, 2022*. The obligations of Members of the DAO shall be determined pursuant to the Delaware Uniform Unincorporated Nonprofit Association Act, Del. Code Ann. Tit. 6, §§ 1901-1916 inclusive (the “Act”), and this Agreement.

(b) Purpose. The primary purpose of the DAO is to develop programmable, community-focused Ethereum (“**Cryptocurrency**”) treasury applications which can operate openly on the blockchain at any scale. The DAO additionally develops tooling to interact with existing financial infrastructure (including fiat), digital asset creation (e.g. NFTs), and marketplace applications to enable communities to participate in any type of lawful activity native to or related to Cryptocurrency. The purpose of the DAO is scoped to non-profit and charitable purposes and purposes outside of this scope are not permitted. The companion [purpose](#) section of this document is included in its entirety herein. Any terms which are contained herein supersede any definition contained in the associated document.

The DAO is an unincorporated association of individuals, corporations, statutory trusts, business trusts, estates, trusts, partnerships, limited liability companies, associations, joint ventures, and other legal or commercial entities, many of whom, if not all of whom, agree to join together for a common, nonprofit purpose. For the DAO, that purpose is encapsulated in its mission statement.

The DAO is not intended to be or become an entity required to register as an “investment company” as defined in Section 3(a)(1)(A) of the Investment Company Act of 1940, as amended.

2. Membership; Governance Rights and Tokens; Limitations.

(a) Governance Rights. Governance Rights in the DAO are represented by Project Tokens, with each Token representing a fractional part of the Governance Rights of all Members (or assignees, as the case may be) equal to the quotient of one (1) divided by the total number of Tokens claimed at any time. Member’s Governance Rights are subject to [DAO Governance](#).

(b) Tokens. As of the date hereof, there shall be an allowance of up to the

max of $2(256-1)$ ¹ tokens authorized to represent Membership interests in the DAO, unless otherwise agreed to by the Members via a vote occurring through the Dapp. Membership in the DAO, as defined by Del. Code Ann. Tit. 6, § 1901, shall be voluntary and open to any individual whose purpose or presumed intent is to contribute to the DAO and is willing to accept responsibilities and terms of Membership. The DAO shall grant the initial Member's governance voting tokens proportional to contributions to the DAO's Gnosis Multi-signature wallet.²

Notwithstanding the foregoing or any other provision of this Agreement, the DAO may provide initial Members Tokens for their role in conceiving and supporting the DAO.

(c) Limitation to the DAO Protocol Configuration. The DAO shall not configure its Juicebox Treasury with an undefined Reserved Rate, a Reserved Rate of 0%, a Redemption Rate of 100%, or a Discount Rate other than 0%. **The DAO shall not configure its Juicebox Treasury with any parameters that would cause the capital value of Token Redemptions via the Redemption Rate to exceed the cost basis required to issue those Tokens from the DAO's Juicebox Treasury.**

(d) Admission. The DAO is a decentralized network of Members and may admit or deny individuals for any arbitrary purpose or lack of purpose.

(i) Initialization. On February 1, 2022, the DAO initiated a distribution of the DAO's NFT Collection to the top one-thousand (1500) addresses on [Snapshot](#) via a total usage count of Membership DAOs, authored proposals, and votes cast. The purpose of the NFT distribution was to foster a fair and equitable distribution of the governance NFT, to initialize the DAO community, garner interest in directing the DAO development efforts. The DAO did not require any Membership contributions or fees to participate in this distribution. Contributions to the DAO's [Gnosis Multi-signature wallet](#) were separate. Contributions to the DAO's Multi-signature wallet represents the token distributions based on a computation of Cryptocurrency contributions to Project Tokens.

(ii) Distribution of Member Tokens. All of the DAO's governing Members shall have their Membership determined upon receipt of voting tokens acquired on a public blockchain via contributions to the DAO's **Gnosis Multi-Signature Wallet (Etherscan Mainnet)** 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6. The tokens are to be distributed on a bonding curve. DAO will operate as a Member Project which will issue Project Tokens to both Gnosis contributors and Member Projects, at rates yet to be determined. **(“Cryptographic Units”, and holders, “Members”).** Cryptographic

¹The maximum number of 115792089237316195423570985008687907853269984665640564039457584007913129639935.

²Gnosis Multi-Signature Wallet, [0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6](#).

Units are used for participating in and improving the governance of the DAO through affirmative votes effectuated via the Designated Smart Contract (defined herein) or more commonly, Snapshot, the popular off-chain voting protocol (“**Snapshot**”) (**such processes are “Cryptographic Consensus”**). Once the DAO admission requirements are met, a prospective Member’s admission may be put up for a vote held among DAO Members. The DAO will consistently review admissions, and if necessary, Members may make adjustments to the DAO admission requirements based on their evolving needs and as registered by Cryptographic Consensus. Notwithstanding, the DAO may admit all individuals who hold the DAO token by capturing an inventory of all current holders and ratifying the Membership at Governance intervals from time to time as registered by Cryptographic Consensus.

The DAO may have more than one Member Tokens which has Membership purpose, such as the [Governance NFT available at 0xdd407a053fa45172079916431d06E8e07f655042](#). The DAO shall authorize or discontinue the use of Member Tokens from any Cryptographic Units at any time, or use a Member Token for a duration before migrating to another. The DAO shall defer to the Service Provider in the fair and equitable distribution of Member Tokens, and/or the service of other governance tokens. The DAO shall, at its discretion, by the advice of the Service Provider, or by the majority vote of the DAO, retire governance tokens, including discontinuing Membership by Members holding the DAO governance token without any further notice.

(iii) Development of the DAO application Notwithstanding the aforementioned governance between the DAO NFTs and the DAO’s weighted whitelist Members, the combined parties are Members and language within this agreement pertaining to the future anticipated governance on additional DAO applications are provided as a notice to Members of the eventual transitioning of governance tooling and computation. The DAO is developing a governance application which it intends to use and provide all aspects of to Member Projects before the end of 2022.

(e) Token Liquidity Pools. The DAO shall not create any Liquidity Pools.

(f) Governance Rights and Token Limitations. *Governance Rights and the governance Tokens provide no possibility of profits and losses, no rights to distributions and dividends, and no rights to ownership or management of the DAO. Each Member (or assign, as the case may be) that receives or holds governance Tokens expressly and unequivocally agrees that the Tokens provide no rights to profits and/or losses, that the Tokens do not entitle their holder to distributions or dividends, and that the Tokens do not make their holder an owner or manager of the DAO.* Members who provide their Cryptographic

Signature upon use of the Dapp shall agree with this section 2(f) explicitly and unequivocally, and will be deemed as to have read, understood, and sought counsel with regard to this section.

(g) Token Reserved Rate. Notwithstanding the foregoing or any other provision of this Agreement, contributors to the DAO shall be entitled to receive Reserved Rate Tokens by a vote of the Members, via the Reserved Tokens list, as defined by the DAO's Juicebox Protocol configuration. Each Member expressly and unequivocally agrees to 2(f) above.

(h) Responsibilities. As of the date hereof, Members are not required to submit to any dues or Membership fees. However, in the event the Members agree otherwise via a vote occurring through the Dapp or Snapshot, each Member shall keep reasonably current in payment of any dues or Membership fees and other financial obligations of Membership, if applicable and determined by the DAO. Each Member shall notify the DAO of a Discord, Twitter, or other acceptable communication channel by which that Member may receive written or electronic materials required or permitted by this document, or shall notify the DAO that such Member lacks the standard acceptable addresses and designate a mutually acceptable form of communication.

If you have received any Tokens or are otherwise a Member, you consent and agree to become legally bound by this Agreement as both a participant in the DAO and more specifically a DAO "Member".

(i) Information Rights. Members shall have access to all information concerning operational and financial affairs of the DAO via

- **The Gnosis Multi-Signature Wallet**
 - [0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6](https://etherscan.io/address/0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6),
- **Etherscan and other Ethereum Block Explorers**
 - <https://etherscan.io/address/0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6>,
and
- **Snapshot**
 - <https://snapshot.org/#/movedao.eth>.

Otherwise, the DAO is not entitled to keep any records concerning legal, accounting, or other affairs, and aside from the above public information, the DAO shall not be required to maintain any additional records. Notwithstanding the foregoing, the DAO may engage with third parties to provide legal structures, accounting, and records in order to comply with any legal obligations.

3. Liability.

(a) No Member Liability. Except as otherwise provided in this Agreement or the Act, no Member (or former Member) shall be personally liable for the obligations of the DAO, including any obligations owed by any such Member in connection with any breach of this Agreement. A debt, obligation, or other liability of the DAO is solely the debt, obligation, or other liability of the DAO.

Members (or former Members) are not personally liable, directly or indirectly, by way of contribution or otherwise, for a debt, obligation, or other liability of the DAO solely by reason of being or acting as a Member or acting on behalf of the DAO. The failure of the DAO to observe formalities relating to the exercise of its powers or management of its activities and affairs is not grounds for imposing liability on a Member of the DAO for a debt, obligation, or other liability of the DAO.

(b) Member Limitations. No Member shall have the right or power:

- (i) to cause the dissolution and winding up of the DAO; or
- (ii) to demand or receive property, including any Cryptographic Currency or ERC-20 or ERC-721 Tokens (“Cryptocurrency Assets”) contributed or otherwise transferred to the DAO, except as agreed to by the Members or otherwise provided herein.

4. Admission of Additional Members.

(a) Subject to the provisions of this Agreement, the Members are authorized to accept additional donations from one or more Members, and to admit other Persons to the DAO as additional Members (each such additional Member and such existing Member is an “Additional Member”). Unless otherwise determined by the Members, any such Additional Members shall be admitted to the DAO only if such Member or Additional Member makes a donation or contribution via the Dapp.

(b) Accession to Agreement. Each Person who is to be admitted as an Additional Member pursuant to this Agreement shall agree to be bound by all of the terms of this Agreement as if they were a Member from the inception of the DAO.

5. Management.

(a) Except as otherwise expressly required in this Agreement, the affairs of the DAO shall be carried on and managed exclusively by the Members, who shall have sole and absolute discretion with respect thereto. No Member shall be a manager, as defined under the Act.

(b) Whenever any action, including any approval, consent, decision, determination, or resolution is to be taken or given by the Members or the DAO under this Agreement or under the Act, it shall be authorized by a vote of the Members via the Dapp or the DAO’s Snapshot Spaces, unless otherwise provided herein. Such an authorization may be evidenced by a vote facilitated via the Dapp or the DAO’s Snapshot Spaces and one or more smart contracts, or by a written consent, in accordance with this Agreement. The Members intend that any action (which has been duly approved in accordance with this Agreement) taken by the DAO via a Dapp, a smart contract, or the blockchain shall be a valid

action of the Members or the DAO, as applicable, and no Member shall challenge the authority or validity of any such action based solely on such a fact.

(c) Except as otherwise expressly required in this Agreement or in the Act, no single Member (in their capacity as a Member) shall have authority to bind the DAO in any way or to enter into any agreement or contract obligating the DAO in any way unless approved via a vote occurring through the Dapp.

(d) To the extent that the Members have approved a document in accordance with the terms of this Agreement and the Act, any Member can hereby be expressly authorized to execute and deliver such a document on behalf of the DAO.

(e) Members may appoint a proxy to vote or otherwise act for the Member with regards to the DAO pursuant to the Dapp.

(f) The DAO has the right to delegate certain technical or administrative responsibilities to third parties and provide them with reasonable compensation.

(g) **Reliance by Third Parties.** Persons dealing with the DAO are entitled to only rely conclusively upon the power and authority of the Members (and any Person to whom the Members have delegated any such power and authority pursuant to this Agreement) by an explicit governance ratification of such power and authority. Therefore, any acknowledgement that such Member or assign is authorized to act on behalf of the DAO and may bind the DAO or otherwise enter into a binding contract may only be relied upon as evidenced by the DAO governance process as defined by Dapp proposals.

(h) **Other Activities.** Each Member acknowledges and agrees that in addition to transactions specifically contemplated by this Agreement, and subject to applicable law, certain Members within the DAO and their respective Affiliates and Representatives are each hereby authorized to obtain property or obtain services from, to provide property or provide services to, or otherwise enter into any transaction with certain Members, or any Affiliate or Representative of any of the foregoing Persons, pursuant to clear approval via the Dapp and DAO governance.

6. Withdrawal Rights; Compulsory Withdrawal; Non-Disparagement.

(a) **Limited Right to Withdraw.** A Member may withdraw at any time by transferring its Tokens to a third party. Such a withdrawal shall be facilitated and executed, in part, using one or more smart contracts, and shall be effective as of the date of transfer. Any withdrawal is irrevocable. Alternatively, a Member may redeem the entirety of the Tokens held by submitting the tokens to via the Juicebox Protocol and burning them, thereby reducing the total Project Token supply. In return, the Member may receive **some portion** of their initial or cumulative DAO Membership holdings in Ethereum (or other Cryptographic Currency). A Member who burns the entirety of their token holdings shall be

deemed to have withdrawn from the DAO. The DAO shall not be obligated to pay any interest or other compensation to a Member who redeems or withdraws its Tokens.

(b) Compulsory Withdrawal. Not in limitation of Section 6(a), the Members acting by vote via the Dapp may cause a Member to be compulsorily withdrawn from the DAO to the extent that such Members, in their reasonable discretion, determine it to be necessary, desirable, or appropriate, including without limitation to comply with applicable law or regulations, or to avoid a material adverse effect on the DAO or the other Members. For the avoidance of doubt—the Member proposed to be compulsorily withdrawn shall be entitled to vote with respect to any vote of the Members regarding that Members’ compulsory withdrawal.

(c) Emergency Immediate Compulsory Withdrawal For Cause. Not in limitation of Section 6(a), 6(b), the Service Provider, in their reasonable discretion, is expressly authorized to remove a Member without notice or vote of the Members if the Service Provider determines such a removal to be necessary, desirable, or appropriate, including, without limitation, to comply with applicable law or regulations, or to avoid a material adverse effect on the DAO. For the avoidance of doubt—the Member to be compulsorily withdrawn shall be entitled to vote with respect to any vote of the Members regarding such compulsory withdrawal, unless the Member is deemed to be in violation of the [Code of Conduct](#) and [Community Enforcement Guidelines](#).

(d) Non-Disparagement Not in limitation of Section 6(a), 6(b), 6(c) and 6(d). During the term of the DAO Membership, and thereafter, the Member shall not make any disparaging remarks, or any remarks that could reasonably be construed as disparaging regarding the DAO, its Members, its affiliates, or its agents. The DAO shall, except to the extent otherwise required by applicable laws, rules, or regulations, or as appropriate in the exercise of the [Community Enforcement Guidelines](#) and the [Terms of Service](#), exercise reasonable efforts to cause the following individual(s) to refrain from making any disparaging statements, orally or in writing, regarding the DAO, its Members, or agents during and after the Membership period.

7. Fees and Expenses.

(a) Organizational Expenses. The DAO shall bear all of its organizational expenses and costs, and may amortize these expenses for accounting and/or tax purposes.

(b) Operating Expenses.

(i) The DAO shall bear all costs and expenses relating to its activities, maintenance, and operations, including, without limitation, all fees, expenses, and costs associated (directly or indirectly) with the acquiring, holding, monitoring, and commissioning of artwork, identifying DAO opportunities to fulfil its purpose and any extraor-

dinary expenses (including, without limitation, litigation-related and indemnification expenses), legal, regulatory, research, consulting, compliance, auditing, accounting, and other professional fees and expenses, the costs of any administrator, the costs of any reporting to Members, expenses of any administrative proceedings undertaken by the applicable Member in its capacity, expenses incurred in connection with the dissolution, liquidation, and termination of the DAO, and other expenses related to the DAO as determined by the Members by a vote via the Dapp (collectively, and together with organizational expenses, the “**DAO Expenses**”).

(ii) DAO Expenses shall be allocated to and funded by the DAO.

8. Distributions; Dividends; Compensation.

(a) The DAO shall not make any distributions of any kind and it will not pay dividends of any kind to any Member or director/officer or other person who may have an ownership interest in the DAO.

(b) The DAO may pay reasonable compensation or reimburse reasonable expenses to a Member or third-party for services rendered, confer benefits on a Member or third party in conformity with its nonprofit purposes, repurchase a Membership and repay a contribution made by a Member to the extent authorized by this Agreement, or make distributions of property to Members upon winding up and termination to the extent permitted by this Agreement.

9. Dissolution.

(a) **General.** The DAO shall be dissolved and its affairs shall be wound up upon the earliest to occur of:

(i) a determination of the Members by Majority Vote; or

(ii) the entry of a decree of judicial dissolution pursuant to the Act.

(b) Upon the dissolution of the DAO, assets shall be distributed for one or more exempt purposes which are within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code and which are consistent with the goals and purpose of the DAO, or the assets shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the DAO is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

10. Limitations on Transfers.

(a) Transfers. Governance Rights and Tokens are not transferable, except to other Members. Members may vote to allow or disallow the ability of Members to transfer their Governance Rights and/or Tokens by a vote facilitated via the Dapp. Tokens may become freely transferable to Ethereum addresses outside of the DAO (“External Addresses”) by a vote of the Members. In the event the Tokens become freely transferable to External Addresses, you agree that holders of External Address which Tokens are transferred to shall automatically be granted Membership rights, subject to this Agreement.

(b) Admission of Substituted Members. If the transferee is not already a Member, any transferee of Tokens transferred in accordance with the provisions of this Section shall be admitted as a Member. The DAO shall not for any purpose recognize any purported transfer of all or any part of a Member’s interest or Tokens in the DAO, and no purchaser, assign, transferee, or other recipient of all or any part of such Tokens shall become a Member hereunder unless:

(i) The transferee of Tokens transferred pursuant to this Section that is admitted to the DAO as a transferee Member shall succeed to the rights and liabilities of the transferor Member with respect to such transferred Tokens.

(ii) Effect of Death, Dissolution, or Bankruptcy. Upon the death, incompetence, bankruptcy, insolvency, liquidation, or dissolution of a Member, the rights and obligations of that Member under this Agreement shall accrue to that Member’s successor(s), estate, or legal representative, and each such Person shall be treated as an unadmitted transferee of that Member’s Tokens, as described in the Act.

11. Books and Records; Accounting and Tax Matters.

The DAO shall not be obligated to keep any books or records beyond what is made available via the Dapp or available via the Ethereum blockchain.

12. Waiver of Fiduciary Duties.

(a) Except as expressly set forth in this Section, in the event that any Member initiates any Proceeding against the DAO and a judgment or order not subject to further appeal or discretionary review is rendered in respect of such Proceeding, as the case may be, that Member shall be solely liable for all costs and expenses related to the Proceeding.

(b) Limitation by Law. No provision of this Agreement shall be construed to provide for the indemnification for any liability to the extent (but only to the extent) that such indemnification would be in violation of applicable law, but

instead shall be construed so as to effectuate the provisions thereof to the fullest extent permitted by law.

(c) **Waiver of Fiduciary Duties.** To the fullest extent permitted by applicable law, notwithstanding any other provision of this Agreement or otherwise of applicable law, including any in equity or at law, no Member shall have any fiduciary duty to the DAO or to any Member by reason of this Agreement or in its capacity as a Member, except that the Members shall be subject to the implied contractual covenant of good faith and fair dealing and the terms and provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of the Members otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of the Members. Members will exercise any rights under this Agreement consistent with this Agreement.

13. Intellectual Property Rights.

(a) **Grant of Rights.** Members that join the DAO **grant to the DAO, and its affiliate DAOLABS, LLC**, a perpetual, non-exclusive, royalty-free license and right, and all ancillary and subsidiary rights therein and thereto, throughout the world, to use, edit, modify, include, incorporate, adapt, record, reproduce, display, and archive any copyrightable work associated with any written copy, source code, illustrations, and artwork (the “**Work**”) in any manner whatsoever, in or out of context, by any and all means and/or devices and in any and all media now or known hereafter—all in connection with the production, exhibition, distribution, exploitation, advertising, marketing, publicity, and promotion of the DAO and its Purpose. The term of this license begins whenever a contribution is made through the Site by a Person entering into this Agreement as a Member or is subsequently admitted as a Member pursuant to the terms of this Agreement (i.e., any and all Members). “Site” includes the DAO, its affiliate DAOLABS, LLC, the decentralized application(s), Github, Discord, and/or any other means of written or oral communication made to the DAO or its Members.

Contributors to the DAO, with regards to development of its application, with compensation, will execute any agreement for consulting or assignment, along with any innovations via written agreement with the DAO or its affiliate, DAO-LABS, LLC³ from which the DAO licenses its Dapp and operating applications.

(b) **Reservation of Rights.** All rights in any copyrightable works not specifically granted to the DAO are reserved by the Member. Specifically, the DAO acknowledges that its use of the Work will not affect the Member’s continued and separate copyright ownership in the Work, and that the Member may use and license others to use the Work otherwise and elsewhere.

(c) **Representations and Warranties, Indemnification.** The Member

³The DAO is an unincorporated nonprofit association in the State of Delaware. The DAO has been granted a perpetual, non-exclusive, royalty-free license to source code from DAOLABS, LLC. under specific field of use, DAO operations for non-profit Cryptographic governance.

represents and warrants that it is the owner of the entirety of the rights in and to the Work and that the Member has the full authorization and authority to enter into this Agreement and grant the licenses herein. No other rights, permissions, or consents are necessary for the DAO to use the Work in accordance with the licenses granted herein, and no fees, royalties, or use payments of any kind are due to the Member or third parties in connection with the exercise of the licenses granted herein. The Member guarantees that the Work does not infringe any copyright or trademark, and that the Work does not violate any privacy, personal, proprietary, or common law, or statutory right, of any Person. Licensor shall indemnify and hold Licensee (and its agents, Affiliates, assigns, heirs, or other successors in interest) harmless from any claim, loss, liability, damage, or expense (including reasonable attorneys' fees) arising out of any claim, lawsuit, or demand which is inconsistent with or arises out of warranties or representations in this Section.

(d) Limited Field of Use. Notwithstanding the preceding provisions, the DAO shall not use Members' Work for any purposes other than those defined in the Grant of Rights 13.(a), which includes use by the DAO within its field of use as defined in its Purpose, in *1. Organization.*, including for any for-profit endeavors, with the exception, however, of the purposes of any derivative rights by the DAO which it is obligated to grant to DAOLABS, or its affiliates for use of or within the licensed Dapp, and any contributions to the DAO where the DAO compensates the Member for the Work.

14. Derivative Matters.

(a) No Derivative Actions. No Member shall have the right to bring any action or proceeding in any court or before any arbitrator or other tribunal against the DAO or any other Member on account of any alleged or actual breach of this Agreement or any other agreement or instrument to which the DAO is a party or by which it is bound, or for any other purpose whatsoever, except as expressly provided in this Agreement.

15. Amendments.

(a) Except as otherwise provided herein, the terms and provisions of this Agreement may be amended only with the prior consent of Members acting by a vote via the Dapp.

(b) Amendments to this Agreement shall be made available via the Dapp.

16. Service Providers.

(a) Appointment and Compensation of Service Providers. The DAO shall have the right to appoint Service Providers to perform administrative services, responsibilities, and duties to carry on the DAO's operations, including

maintenance of the Dapp and smart contracts. The DAO shall have the right to provide Service Providers with reasonable compensation.

(b) Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, any Service Provider of DAO shall not be liable for any error of judgment, mistake of law, or for any loss suffered by the DAO, its Members, Persons affiliated with the DAO or its Members, or third parties in connection with the matters to which this Agreement relates or for any services provided by a Service Provider, except for a loss resulting from a Service Provider's willful misfeasance, gross negligence, or reckless disregard in the performance of its duties under this Agreement. Furthermore, Service Providers shall not be liable for:

- (i) any action taken or omitted in accordance with or in reliance upon written or oral instructions, advice, data, documents, or information (without investigation or verification) received by Service Providers from any Person;
- (ii) any liability arising from the transfer or use of any Governance Rights or Tokens, including with respect to matters arising under applicable laws or private rights of action; or
- (iii) any action taken or omitted by the DAO, its Members, any affiliated Persons of the DAO or its Members, or any third party.

(c) Indemnification. The DAO shall indemnify and hold harmless the Service Provider, their affiliates, employees, and agents, from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any claim, lawsuit, or demand which arises out of any activities during the period of service to the DAO and from the conclusion of services until the statute of limitations have run for any known or unknown claims. The DAO, its Members, and any contributors to the DAO via the Dapp, the Gnosis Multi-signature Wallet, the purchase of NFT, or the receipt of any governance rights from any party or parties shall agree to the indemnification obligation set forth in the attached Agreement as the DAO, on one hand, and the Service Provider, including its affiliates, employees, and agents, on the other hand.

(d) Initial Service Provider. The initial Service Provider shall be the dao-lawfirm.eth, and its affiliates.

17. General Provisions.

(a) Notices. Subject to Section 5, all notices required to be delivered under this Agreement shall be effective only if sent via **Discord, Twitter, or another acceptable communication channel**. In computing the period of time for the giving of any notice, the day on which the notice is given shall be excluded, and the day on which the matter noticed is to occur shall be included. If notice is given via electronic means, by dao-lawfirm.eth, it shall be deemed given when

sent, provided that the sending party does not have reason to believe that such notice was not delivered.

(b) Further Assurance. Each Member agrees to perform all further acts and to execute, acknowledge, and deliver any document (including tax forms and information) that may reasonably be necessary to carry out the provisions of this Agreement.

(c) Interpretation. Unless otherwise indicated to the contrary herein by the context or use thereof the words, "herein," "hereto," "hereof," and words of similar import refer to this Agreement as a whole and not to any particular section or paragraph hereof; words importing the masculine gender shall include the feminine and neutral genders, and vice versa; and words importing the singular shall include the plural, and vice versa; plural forms of singular defined terms shall have corresponding meanings and singular forms of plural defined terms shall have corresponding meanings; the section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement; references to statutes or regulations include amendments and successor or replacement statutes or regulations.

(d) Severability. If any term or provision of this Agreement or any application of this Agreement shall be declared or held invalid, illegal, or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent, necessary to cure such an invalidity, illegality, or unenforceability, and the validity, legality, and enforceability of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

(e) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, permitted assigns, trustees, and legal representatives.

(f) Creditors. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of any Member or of the DAO. No creditor who makes a loan to the DAO may have or acquire, as a result of making the loan, any direct or indirect interest in the DAO's property.

(g) Waiver. Any term or condition of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof, but only by a writing signed by the party or parties waiving such term or condition. No waiver of any provision of this Agreement or of any right or benefit arising hereunder shall be deemed to constitute or shall constitute a waiver of any other provision of this Agreement (whether similar or not), nor shall any such waiver constitute a continuing waiver, unless otherwise expressly so provided in writing.

(h) Waiver of Partition; No Bill for DAO Accounting. Each Member hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the DAO's property. Each Member covenants that it shall not file a bill for DAO accounting.

(i) Limitation of Liability. Except for any remedies that cannot be excluded or limited by law, no party, or its agent, Affiliate, assigns, heirs, or other successors in interest, will be liable under this Agreement to another party, or that party's agent, Affiliate, assigns, heirs, or other successors in interest, or other third party, for any special, reliance, punitive, indirect, incidental, or consequential damages or lost or imputed profits, lost data, lost property, or any costs and fees. This limitation of liability may not be valid in some jurisdictions. Parties to this Agreement may have rights that cannot be waived under some laws. The DAO and its Members do not seek to limit the DAO's or Members' warranties or remedies to any extent not permitted by law.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE DAO OR ITS MEMBERS BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT THE DAO OR ITS MEMBERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE DAO, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE DAO DAPP; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE DAO DAPP; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY IN THE DAO; OR (e) ANY OTHER MATTER RELATED TO THE DAO DAPP, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

(j) Governing Law; Jurisdiction; Venue. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all of the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to the principles of choice or conflicts of laws thereof that would require that this Agreement be governed by the laws of another state. Each of the parties hereto consents and agrees to the exclusive personal jurisdiction of any state or federal court sitting in Delaware, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein, and agrees that any dispute concerning the conduct of any party in connection with this Agreement shall be heard only in the courts described above.

(k) Arbitration. In consideration of the promises in this agreement, the parties agree that any and all controversies, claims, or disputes with anyone (including

the DAO and any employee, officer, director, shareholder or benefit plan of the company in their capacity as such or otherwise) arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration under the arbitration rules set forth in Delaware law and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, discrimination or wrongful termination and any statutory claims. The parties further understand that this Agreement to Arbitrate also applies to any disputes that the DAO may have with a Member.

(l) Procedure. The parties agree that any arbitration will be administered by the American Arbitration Association (“AAA”) and that the neutral arbitrator will be selected in a manner consistent with its national rules for the resolution of employment disputes. The parties agree that the Arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The parties also agree that the arbitrator shall have the power to award any remedies, including attorneys’ fees and costs, available under applicable law. The parties understand that they shall share equally in paying for the administrative or hearing fees charged by the arbitrator or AAA. The parties agree that the Arbitrator shall administer and conduct any arbitration in a manner consistent with the rules and that to the extent that the AAA’s national rules for the resolution of employment disputes conflict with the rules, the rules shall take precedence. The parties agree that the decision of the Arbitrator shall be in writing.

(m) Covenant Not to Sue.” The Members hereby agree and understand that by signing this agreement they hereby waive any right to sue other Members or the DAO for any reason and at any time. In the event that a Member attempts to file suit against either another Member or the DAO, that Member’s ownership interest shall be cancelled and he shall be refunded any money or other assets he personally contributed to the DAO, but shall not be entitled to any increase in value or other profit earned by the DAO. Solely the Service Provider shall be empowered to determine if a Member is entitled to any other remuneration upon the cancellation of his ownership interest. Consistent with Section 6, the Service Provider is solely authorized and empowered to make such a determination, and there is no right of appeal or other objection to the determination of the Service Provider. The DAO, Members and the Service Provider covenant that under no conditions will any party or any affiliate file any action against the other (except requests for injunctive or other equitable relief only) in any forum, but instead agree to resolve any disagreement regarding the implementation of the Agreement or an alleged breach by a party by mandatory arbitration. The parties further choose to use Washington Arbitration and Mediation Services (“WAMS”) in Seattle, Washington, as the agreed arbitrator in this matter.

Each party may request arbitration of any dispute by sending notice to the other party, in writing, of the demand for arbitration.

In the event of any arbitration of a dispute between the parties, the DAO agrees to pre-pay, after notice of arbitration has been sent, \$500,000.00 (half-million, \$500,000.00 USD) to the Service Provider or to the affiliate's choice. Following arbitration, the arbitrator may award attorney's fees to the prevailing party, including the reimbursement of any attorney's fees that were pre-paid in the dispute.

(n) Entire Agreement. This Agreement (including the exhibits hereto) supersedes any and all other understandings and agreements, either oral or in writing, among the parties with respect to the subject matter hereof and constitutes the sole agreement among the parties with respect thereto, including but not limited to the Original Agreement.

(o) Amendment. This Agreement may not be amended, modified, or revoked, in whole or in part, nor may any provisions be waived, except via a vote occurring through the Dapp.

(p) Securities Laws Matters. THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, STATE SECURITIES LAWS, OR THE LAWS OF ANY COUNTRY OUTSIDE THE UNITED STATES. THEY PROVIDE NO RIGHT TO ANY PROFITS OR LOSSES OF THE DAO, NOR IS THERE A REASONABLE EXPECTATION OF PROFIT FROM BUYING OR RECEIVING THE TOKENS. THE TOKENS ONLY PROVIDE THE HOLDER WITH GOVERNANCE RIGHTS THAT ARE SPECIFICALLY LIMITED IN THIS AGREEMENT.

(q) Communication by Electronic Means. Unless otherwise required by law or by agreement, any notice, vote, consent, petition, or other oral or written communication required or permitted can be delivered by electronic means, provided that, in the case where such communication expressly or impliedly requires the signature of the person submitting the communication, means are in place to reasonably assure the authenticity of the signature, including Cryptographic signatures. For the purposes of notice or any communications pertaining to this Agreement, Members may deliver electronic correspondence, *in addition, to other means*, to 0x5d95baEBB8412AD827287240A5c281E3bB30d27E@ethmail.cc or 0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethmail.cc.

EXHIBIT 14

MOVE Terms of Service

Effective Date: January 1, 2022, Last updated: January 8, 2023,
0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email, daolabs.wtf

Document: Move Terms of Service

This Terms of Service was provided within the Movement DAO GitBook published on or about February 2, 2022 via <https://move.xyz> and has been updated to correct any typos.

TERMS AND CONDITIONS OF TOKEN SALE AND USE

PLEASE READ THESE TERMS AND CONDITIONS OF TOKEN SALE AND USE

CAREFULLY READ BEFORE ACCESSING THE WEBSITE LOCATED AT [HTTPS://MOVE.XYZ](https://move.xyz) - THE MOVEMENT DAO (THE “WEBSITE” OR THE “DAO”) (DEFINED BELOW) PRIOR TO PURCHASING TOKENS OR MAKING ANY CONTRIBUTIONS. THE LAW OFFICE OF REED YURCHAK (DAO-LAWFIRM.ETH) WILL ACT AS THE SERVICE PROVIDER (THE “SERVICE PROVIDER”) FOR THE MOVEMENT DAO. YOU ACKNOWLEDGE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH PURCHASING THE TOKENS DESCRIBED HEREIN AND AGREE TO ASSUME SUCH RISKS UPON ANY PURCHASE OF TOKENS. IN ADDITION, NOTE THAT THESE TERMS CONTAIN A BINDING CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE THE TOKENS DESCRIBED HEREIN OR CONTRIBUTE ANY FUNDS.

Prior to purchasing Tokens, you should carefully consider these Terms and, to the extent necessary, consult a lawyer, accountant, and/or tax professional, as applicable.

Purchases of Tokens should be undertaken only by individuals or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including Ethereum-based tokens and blockchain-based software systems. Purchasers should have an expert understanding of the storage and transmission mechanisms associated with cryptographic tokens. While the DAO will be available to assist the Purchaser of Tokens during the Token Sale, the DAO will not be responsible in any way for loss of any cryptocurrency, including Tokens, resulting from actions taken by, or omitted by Purchaser. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the Token Sale. Your participation in the Token Sale is deemed to be your understanding and acknowledgment that you satisfy the requirements mentioned in this paragraph.

As further described herein, by purchasing Tokens, and to the extent permitted by law, you agree to not hold the DAO or its respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and/or designees liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with these Terms.

You acknowledge, understand and agree that:

You are subject to and bound by these Terms by virtue of purchasing the Tokens.

The Tokens have no rights, intended uses or attributes outside of use within the Movement Platform or as otherwise expressly referred to in these Terms.

- A purchase of Tokens is non-refundable and cannot be cancelled.
- A purchase of Tokens involves many varied risks which can result in the loss of all amounts paid.

- The DAO reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion.
- The DAO reserves the right to issue ERC-721 Tokens in place of ERC-20 or no Tokens at all.
- The DAO reserves the right to provide Token purchasers with weighted whitelisted access to the platform governance voting, i.e. *Snapshot*
- The Tokens are not backed by any physical bullion or other assets which a Purchaser would have any rights or access to.
- Other Token purchasers who made their purchase at a different time may receive more Tokens from the DAO for the same amount paid.
- The Tokens are priced on a bonding curve which is a function involving the number of tokens and the order in which the purchases were made.
- The Tokens issued on a bonding curve may be dramatically different in the amount of Tokens issues to the same amount paid differing only in time.
- An ERC-721 Token in combination with the purchaser's cryptographic wallet address may be used to provide the purchaser with the participation rights associated with any Token.

These Terms limit the liability of the DAO and its Associated Parties (defined below) in connection with the sale of Tokens.

Right to review information of the Movement DAO

You have reviewed to your satisfaction all supporting documents and collateral sources concerning the risks associate with purchasing Tokens.

NOTHING IN THESE TERMS SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION. TO THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW, EACH OF THE MOVEMENT ASSOCIATIONS (COLLECTIVELY, THE "ASSOCIATED PARTIES" AND EACH AN "ASSOCIATED PARTY") EXPRESSLY DISCLAIM AND SHALL NOT BE LIABLE FOR ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, AND LOSS OF USE OR DATA), ARISING OUT OF OR IN CONNECTION WITH (I) THE PURCHASER'S ACCEPTANCE OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS OR THE WHITEPAPER, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

Purchaser agrees to contribute funds to the DAO. The DAO may or may not issue Project Tokens in the form of ERC-20 or ERC-721 tokens. The Purchaser was not provided with any specific Project Prospectus, Whitepaper, or Memorandum.

EXHIBIT 15

Code of Conduct

Effective Date: August 20, 2022, Last updated: January 23, 2022,
0x3fa802d55c2eaebe6333e217323e7f07a2ca92b4@ethereum.email, daolabs.wtf

Some terms used in this document have specific meanings, and are defined in the [Definitions](#).

Introduction.

Before being admitted as a DAO Member, each individual must accept and agree to abide by the DAO's Code of Conduct ("Code of Conduct"). The Code of Conduct is comprised of the community standards ("Community Standards") and the DAO's community enforcement guidelines ("Community Enforcement Guidelines"). The Community Standards is a set of rules that Members must abide by when interacting with the Movement community or Dapp in any way, and the Community Enforcement Guidelines outlines actions that can and will be taken in the case of a violation of the Community Standards. The purpose of the Code of Conduct is to reinforce and enhance the DAO's ethical way of operating and, in particular, to provide regulations and procedures in how to do so.

Every Member must act and interact in ways that contribute to an open, welcoming, diverse, and inclusive community. By participating in the Movement community, every Member agrees to make our community a harassment-free experience for everyone regardless of age, body size, visible or invisible disability, ethnicity, sex, gender identity and expression, level of experience, education, socio-economic status, nationality, personal appearance, race, religion, or sexual identity and orientation. Movement aims to be a tool and resource for anyone to use, thus every Member of Movement must act in-line with this ideology.

Community Standards.

All Members (including Authorized Members, the Service Provider or its delegate) will be held to the Community Standards and are expected to abide by them at all times. Any and all violations of the Community Standards will be handled by the Authorized Members and/or Service Provider according to the Community Enforcement Guidelines, which are listed in detail below.

Community Standards:

1. Members must act with honesty and integrity at all times;
2. Members must provide information that is true, fair, accurate, timely and complete, and act in good faith, responsibly, with due care, competence, and diligence without misrepresenting or omitting any material facts at all times. Making false or misleading statements, records, or documentation, making misrepresentation or omission of a material fact in connection with Movement's treasury or operational activities, or taking any action that could result in making Movement's treasury or operational activities misleading is strictly prohibited;
3. Members must not employ any device, scheme, or artifice to defraud Movement, engage in any act, practice, or course of business that operates or would operate as a fraud or deceit on Movement, or engage in any manipulative practice with respect to Movement;
4. Members must maintain appropriate controls over all Movement assets and resources used;
5. Members are prohibited from retaliating against any other Member for providing information or otherwise assisting in an investigation or inquiry in good faith regarding any conduct that a Member believes constitutes a violation of the Community Standards;
6. Members must be respectful and cordial in all interactions with all other Members. Examples of a violation of this rule include harassment, the use of sexualized language or imagery, sexual attention or

- advances of any kind, insults, derogatory comments, harassment, and personal or political attacks;
7. Members must not publish or reveal other Member's private information (NCC and/or PII) without their explicit consent; and
 8. Members must not give financial advice to any other Member(s).

Community Enforcement Guidelines.

If a Member violates the Community Standards in any way, they will be subject to the enforcement of disciplinary actions, based on these Community Enforcement Guidelines. The Authorized Members and/or Service Provider can and will take any and all actions necessary in order to properly execute the Community Enforcement Guidelines. Below are the five different types of disciplinary actions that can and will be enforced, based on the actions the Member took that constituted a violation of the Community Standards.

1. Correction.

Transgression: The use of inappropriate language or other unprofessional or unwelcome behavior.

Consequence: Deletion or removal of the content in question, along with a communication to the Member of which rule was violated and how to avoid such violations in the future.

2. Warning.

Transgression: A violation of the DAO's Code of Conduct, either through a single incident or a series of actions.

Consequence: A warning describing the consequences for continued inappropriate behavior. No interaction shall take place with the people involved (including unsolicited interaction with those enforcing the Code of Conduct) for seventy-two (72) hours. This includes interactions in Community spaces, as well as interactions through external channels like Telegram, Discord, Reddit, a Community Forum, or another platform. Violating this disciplinary action may lead to a temporary or permanent ban.

3. Temporary Ban.

Transgression: A serious violation of Community standards, including sustained inappropriate behavior.

Consequence: A temporary ban from any sort of interaction or communication with the Community for one-hundred-sixty-eight (168) hours. No interaction shall take place with the people involved (including unsolicited interaction with those enforcing the Code of Conduct) during this period. This includes interactions in Community spaces, as well as interactions through external channels like Telegram, Discord, Reddit, a Community Forum, or another platform. Violating this disciplinary action may lead to a permanent ban.

4. Compulsory Withdrawal.

Transgression: Demonstrating a pattern of violating Community standards, including sustained inappropriate behavior, harassment, aggression, or disparagement towards individuals or classes of individuals.

Consequence: Permanent removal from any sort of interaction or public communication with the Community for an indefinite period of time. If an individual has alternate accounts, those may be removed as well. No public or private interaction with the people involved (including unsolicited interaction with those enforcing the Code of Conduct) shall take place during this period. This includes interactions in Community spaces, as well as interactions through external channels like Telegram, Discord, Reddit, a Community Forum, or another platform. The Compulsory Withdrawal must be approved by the Community through a Snapshot vote, and the Member who is the subject of the Compulsory Withdrawal will have the right to participate in the Snapshot vote.¹

5. Emergency Immediate Compulsory Withdrawal.

Transgression: A violation of the DAO's Code of Conduct, or the DAO's [Guiding Principles](#) that leads the Authorized Members and/or Service Provider to reasonably believe that emergency action needs to be taken in order to protect the DAO from any material adverse effect.

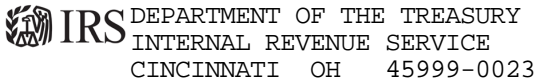
Consequence: The Member shall be banned from the Dapp and have all DAO privileges granted to them revoked (including governance and voting rights). Unlike a Compulsory Withdrawal, an Emergency Immediate Compulsory Withdrawal does not need to be approved by the Community through a Snapshot vote, and the Member who is the subject of the Emergency Immediate Compulsory Withdrawal will NOT have the right to participate in the Snapshot vote (See [Section 6\(c\) of the Guiding Principles](#)).²

Disclaimers.

Views, statements and opinions expressed by a DAO Member do not necessarily reflect the opinions of the DAO Association or any of its affiliated entities, and shall be considered individual and personal statements of that DAO Member. The DAO shall not in any case be held responsible for any views, statements or opinions of any kind expressed by the DAO Member.

-
1. [Guiding Principles](#), 6(b) ↩
 2. [Guiding Principles](#), 6(c) ↩

EXHIBIT 16



Date of this notice: 08-08-2022

Employer Identification Number:
88-3608840

Form: SS-4

Number of this notice: CP 575 E

MOVEMENTDAO
MDAO & MOVEMENT & MOVE
8111 206TH ST SE
SNOHOMISH, WA 98296

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3608840. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

MOVEMENTDAO
MDAO & MOVEMENT & MOVE
8111 206TH ST SE
SNOHOMISH, WA 98296

EXHIBIT 17



mr_fine 02/10/2022 1:02 PM

Jump

Hey All! I discovered Movement recently and this product looks amazing! Super cool idea.

This is my first time exploring Discord, but cool to see there's a community here.

Today I tried to setup a MOVE community fanpage on Facebook (& maybe run some ads) but ran into some troubles. The Facebook ad dashboard is really confusing 😓

I'm a designer, passionate about the project, and am happy to spearhead a small ad budget, but I was hoping someone had experience (or knows someone) who can manage a FB page well. Lmk!



mr_fine 02/15/2022 7:59 AM

Jump

And the platform is pretty neat. I've gotten into it in the past few days. Again, based on my understanding (I'm not a moderator or a creator so take it with a grain of salt), but the platform is designed to make it really easy to launch a fully featured DAO (a Movement). Movements are packaged with DeFi tools, bonding curves, built in governance, adapters (its built off of Tribute) and has a platform wide managed endowment to invest in Movements.

I imagine it like Juicebox on steroids

EXHIBIT 18

June 13, 2022

11:12 PM **tankbottoms** 🐼🍑 The following Snapshot vote is up for a community vote.
<https://snapshot.org/#/movedao.eth/proposal/0x5494278f1f52faed8f2a0d61f0909d81d92364fa871a2b9183a61ce179bc7671> - it follows up from previously temp-checked topic of purchasing ETH during the dip. (edited)



June 14, 2022

12:49 PM **OBStacker** @everyone for visibility ^^ please vote!



← @tankbottoms(🐼🍑) The following Snapshot vote is up for a community vote. <https://snapshot.org/#/movedao.eth/proposal/0x5494278f1f52faed8f2a0d61f0909d81d92364fa871a2b9183a61ce179bc7671>

1:50 PM **myco | MOVE** responding in # 🗨️ | [proposal-workshop](#)

August 23, 2022

5:12 PM **filipviz** **Movement DAO's Founding Documents are live on Snapshot**

1. Voting is open to addresses which contributed funds to the DAO's Gnosis Safe.
2. Voting is open is open until August 29, 2022 9:00 PM.

<https://snapshot.org/#/snapshot.movedao.eth> @everyone

August 25, 2022

← @filipviz **Movement DAO's Founding Documents are live on Snapshot** 1. Voting is open to addresses which contributed funds to the DAO's Gnosis Safe. 2. Voting is open is open until ...

3:22 PM **myco | MOVE** love this part 😊

up to the max of $2^{(256-1)}$ tokens

A token for each proton in the Universe! (edited)

August 26, 2022

3:28 PM **myco | MOVE** I haz no \$MOVE

myco | MOVE 🤔

September 12, 2022

7:15 PM **filipviz** **An Emergency Proposal is live on Snapshot**

MIP-0008: Custody ETH in EOA to Prepare for Merge has been created to affirm DAO Multisig Signer support of the changes proposed therein. If you are not a multisig member, no action is required.

<https://snapshot.org/#/snapshot.movedao.eth/proposal/0xcd3805a4088270f8a1cd84685d779e0d04be86c892091cefa5a799a96d79e300> @everyone

EXHIBIT 19

6:52 AM **mr_fine** Hey All! The Power to the Peaceful livestream will kick off at 5pm today! You can find it

<https://www.helpu.now.org/> website peace.move.xyz 😊

👍 6 🙏 5 🧑 1

8:30 AM **@mr_fine** Hey All! The Power to the Peaceful livestream will kick off at 5pm today! You can find it directly on t...

theryanking This is going to be EPIC!

👍 1 🙏 1 🧑 1

12:14 PM **@mr_fine** Hey All! The Power to the Peaceful livestream will kick off at 5pm today! You can find it directly on t...

myco | MOVE what time zone?

12:14 PM **mr_fine** Eastern!

👍 1

12:57 PM **myco | MOVE** Hey there folks ~ Our community intake form is almost ready to deploy and one of the useful elements is the automated respondent email.

🌟 **Would anyone here be interested in crafting a Peace Movement-specific respondent email?**

This would get sent out to anyone who selects to join the Peace Movement community.

It could include a Peace Movement explainer, links to content, and an introduction to how to get involved and start contributing.

There is also the option to ask respondents if they would like to continue to receive a Peace Movement newsletter.

myco | MOVE BTW, I'm so inspired by all the progress Peace DAO is making. I just had a chance to listen to the recording from yesterday's Peace Talk and I'm so impressed by all of the incredible contributors coming into the project. WOW.

2:48 PM **OBStacker** Looks like the DJ is live **@everyone** 🎵🎵🎵

<https://peace.move.xyz/>

So cool, hope it's a successful event!

The Peace Movement (DAO)

The Peace Movement (DAO)

👍 6 🙏 3 🧑 3

2:50 PM **rice\$cracker** LFG! Here's to raising over 100 ETH!!

👍 5 🙏 4 🧑 3

8:34 PM **OBStacker** <https://mobile.twitter.com/theryanking/status/1507136771670355975>

Ryan Breslow 🧑 (@theryanking)

Today we officially announce Peace DAO, a decentralized approach to humanitarian aid. The people have all the answers! Tune in now: <https://t.co/E0IAqQcJSi> Power to the peaceful 🙏🕊️🙏 #peace #peaceforukraine #peacedao

🐦 Twitter • 03/24/2022 4:26 PM

👍 4

EXHIBIT 20

270
Aug 24, 2022

Do you have a timeline for the token launch? 2:28 AM

You mean to make tokens for you to deploy?

You can use JuiceBox.wtf to launch - you should market for 2 months and build momentum 11:14 AM

Ah — I meant the \$ted token. 1:21 PM

Oh yeah, I think in 3 months. 1:22 PM

What are we waiting for at this point to launch? ie key milestones? 1:25 PM

Did you see the recent proposals?

gov.move.xyz 1:37 PM

Read over that.

You have maps to vote with.

The short answer is to be legal. I'm not doing anything which is questionable, and so I'm proposing a path to be clearly legal while using the benefits of tokens. It's potentially more lucrative than what was proposed. 1:38 PM

Aug 27, 2022

Free to catchup today or tomorrow on some of these proposals? 8:46 PM

Aug 29, 2022

Bumping this 11:54 PM

Aug 30, 2022

Let me know what times you'll be available today. 4:06 AM

Aug 31, 2022

Hey I actually came down w something and slept all day yesterday

Feeling a little better today

My afternoon could work 12:05 PM

ok, let me catch up with a few things 2:02 PM

Sep 1, 2022

How's 5pm et or 630pm et tomorrow for you? 4:41 AM

Hi, i am up now, do you want to chat for 20 mins?

i have been up all night so i maybe sleeping at that time.

But as always, ping me 8:18 AM

I'm up and should be at 5pm to talk ... 1:35 PM

Hey sorry just saw these!

If 5pm still works that'd be ideal 🌟 2:06 PM

Sure sure

I maybe loopy but cool cool 2:14 PM

Incoming voice call · 5:02 PM

Call Back

Sun, Sep 18

Hey random question. I got in a pretty serious accident the other day while riding as a passenger in an Uber, all things considered I'm fine, but was exploring legal recourse.

Do you know much about settlements in situations like these? 6:10 PM

so it's calculated 2x medical and sometimes 3x medical. Start going to chiropractor and massages weekly and get an attorney. 6:15 PM

\$20-\$30k expect 9m-12m for the settlement but either way you should. And you can get tons of massages, so it's totally worth it. 6:16 PM

... attorney will charge 1/3 settlement on contingency 6:17 PM

Is there a dial to turn for severity of accident, "psychological damages", or is it primarily just a factor of direct medical costs? 6:17 PM

Exactly like I said 7:27 PM

EXHIBIT 21



+



+

3 members

For your security, conversation history isn't transferred to new linked devices.

Aug 18, 2022

You created the group.

This is Jango's original project which turned into Juicebox, <https://github.com/tauren/fountain.finance>, Fountain, he has been working on this for two years.

12:17 AM

Aug 27, 2022

R
Oh wow I didn't realize the history here

Very cool find

Also btw guys I'm off the grid for a week starting today at the burn

Thanks for some epic weeks. Things haven't been easy but we're moving in the right direction. So so much gratitude for everything you both do. See you on the other side 🙌🔥

12:25 PM

have fun! You should have a good time, hope you brought goggles.

12:30 PM

R
Thanks and yes haha, goggles are critical

R
6th time for this guy so I'm seasoned!

12:32 PM

Hope Margarita enjoys it.

12:42 PM

R
Im so excited to show her

12:48 PM

1 Unread Message

EXHIBIT 22

blockNumber	transactionHash	sender	value	symbol	normalizedAmount	dollarAmount
14013047	0xb206f2f77b0963c4ba9d589ce54375ed46b2949e2dc5901bdbcae084ee9b015	0x4Ab54c9eA8b56db62832ed20654f373b7305d80c	1.00E+15	eth	3.33E+18	\$ 3.32
14110042	0xc4bc25f20a19a135d3444f582161a56c7f4188799a73d65ff0acc978ad62b104a	0x4Ab54c9eA8b56db62832ed20654f373b7305d80c	1.00E+15	eth	2.60E+18	\$ 2.60
14110066	0x786cc8f99e3a17663a31e96fc9c951100619d1307e85052ce22266c5ae197b0	0x4Ab54c9eA8b56db62832ed20654f373b7305d80c	5.00E+19	dai	5.00E+18	\$ 5.00
14110021	0x7ff7f949be569a501ae1ba4eed6246f95955973393ece970e03213ca2a03db	0x4Ab54c9eA8b56db62832ed20654f373b7305d80c	1.00E+18	dai	1.00E+18	\$ 1.00
14124492	0x6371362f112ea5610ca0807f15662002d1d893908483e7aa51150cb089925c4a	0x4Ab54c9eA8b56db62832ed20654f373b7305d80c	1.50E+16	eth	4.02E+19	\$ 40.18
14128273	0xf731a4510de85d6b1337aa8f25e127bb12a0051fe8e21a71d3c5619295f1d3	0x4Ab54c9eA8b56db62832ed20654f373b7305d80c	1.00E+16	eth	2.68E+19	\$ 26.79
14128271	0xf3e11699d89f8052c32d213ab00c39569b4f1a972eb4da76c9e67d1c1a0f5	0x4Ab54c9eA8b56db62832ed20654f373b7305d80c	1.50E+19	dai	1.50E+19	\$ 15.00
14128487	0x69a640c24a8d45014a0d2ea49c8b67efce5519c6db6279cbe55c73ca745c4dd1	0xAE13245d7ab6621b8583F5a734F8F8728dE4Dcd1	7.80E+17	eth	2.09E+21	\$ 2,089.71
14128488	0xc8a1a9f0c3d82346f5005262d50e557a1777b3604d7a071c3b4587889d83dc	0xC5c8eff8183581f8a108CE6414a21a6675AaB79	1.50E+18	eth	4.02E+21	\$ 4,018.68
14128498	0x2f0e4ad847389e5c56ad2406cbca5f55ead0df398d21ed4c7f38d1216b0981	0x2843b40E087B812C18574C77a54308Aed0d0A2	1.11E+17	eth	2.96E+20	\$ 296.49
14128502	0x22ef59ef9b5579ef744f1735671bee1152cf21feed259a1e26ded2680e53724	0xdEFD0dE775d28A61D1A93efC18913e7b16906e1c	1.20E+18	eth	3.21E+21	\$ 3,214.94
14128830	0x2eca37bf012c1ef9c0553cd0f7f2a5627f32a680a879a4c955b30afcb869cd1	0x4Ab54c9eA8b56db62832ed20654f373b7305d80c	1.00E+15	eth	2.68E+18	\$ 2.67
14128830	0xf844f8e007c5989f7aa834ff9a8c7e284e76b9119bbcb262127d39e7d81316a7	0x4Ab54c9eA8b56db62832ed20654f373b7305d80c	1.00E+18	dai	1.00E+18	\$ 1.00
14128924	0x64c0017c2d0de375c80ad37d481cd549dc1095f64ac39e8b59cab117e9ec9a2	0x807562068c3380d3F26e46eb1BaD38C5C3a54	3.00E+17	eth	8.04E+20	\$ 803.73
14129326	0x4eb5579dcfe0478bc0b13e6386f4ad8eb8540068a2f52b4e5f00447e1844a4	0x866426c5D88309668d8E013C118831642F532DD0	5.7325E+19	eth	1.53581E+23	\$ 153,581.21
14129278	0xae8b61406e34b6e8011201c426c75e3371a3d34de3bca63bd4ada1f59a0f05	0x8F09dd6Df8dFCe8c209A00Ba6f438002BACad1	1.20E+24	dai	1.20E+24	\$ 1,200,000.00
14129286	0x7b18b7cd3c666dbf8c1bca42be6d816f62b550c0e9610837b8a7440a0a2d	0x752515a3A1091b9f1c04416CF79D1f14d2340085	9.79E+24	dai	9.79E+24	\$ 9,786,795.00
14129361	0x8bbcb858653f31158809e425074cc585f46c8eb088c35a6e12a23ee64f355fd	0xf0E21e62637Cf88880a76b09E94904693D38256A	7.99E+19	eth	2.14147E+23	\$ 214,146.50
14129414	0x23834c33ad4a6e120a67b567add0893cd1869c1cf04d3c28aa9e23d08500485	0xD78368092Cb1079e3DdaE7f192F5dCdE53949CD	3.00E+24	dai	3.00E+24	\$ 3,000,000.00
14129466	0x068db3c424db3b9d3c1ef644d71640f321a1fb4fe7542a11aeel66fa493ee8	0x8F09dd6Df8dFCe8c209A00Ba6f438002BACad1	6.87E+20	eth	1.84E+24	\$ 1,841,025.79
14129789	0xc9f9d7c827fa088002c66f2d2aacafad8dbd5b842cb55408352f33ad9f6c2	0xe49188846156782a845AcB13328EeeA9B523763	1.00E+17	eth	1.08E+21	\$ 1,077.47
14129978	0x745db31d03db3723b367a0b19724a6a6d1246c43dab3d6b76007245cbe104	0x44A14dEcD9270C34E2Ddaff4CD869a0C2b88461	9.63E+17	eth	2.59E+21	\$ 2,593.93
14130555	0x233b39b936a1c3069e1da7ba71cc4b01a1c284d9d6580a305fb67fc24f34ada	0x44A14dEcD9270C34E2Ddaff4CD869a0C2b88461	3.64E+17	eth	9.81E+20	\$ 980.49
14133509	0x28864471bd4b82b77ae4b0f4a480638b70498288b244c39a330b3e79959867	0xdEFD0dE775d28A61D1A93efC18913e7b16906e1c	1.20E+18	eth	3.23E+21	\$ 3,232.41
14133548	0xbccf50051b1b9a6bedcf06598f4ad8cc877d3daf72b1ff714f16f392549880b	0xAE13245d7ab6621b8583F5a734F8F8728dE4Dcd1	7.67E+17	eth	2.07E+21	\$ 2,065.84
14133719	0x5873fdc9ac407f65705adc22e225b945915076e695a0644ac1bfa50c8df0b3	0xC5c8eff8183581f8a108CE6414a21a6675AaB79	1.50E+18	eth	4.04E+21	\$ 4,040.52
14133937	0xdac48a46cd0f8b251d8c623d757f55136f2a5ebf7cd8f46ad85571f14a4	0x2843b40E087B812C18574C77a54308Aed0d0A2	1.14E+17	eth	3.08E+20	\$ 307.96
14134186	0xf5f54317f37b92a27d1fc6f5f230de7f40433f779dd38311fe27f4a103a2f	0x588a373d9ce46ED5402a6A15f9C9AcD67dE1650	1.00E+17	eth	2.69E+20	\$ 269.36
14134221	0x103c0efcfa74a8d07f240276b426529747f739b29ac46318cc58b581a32dd1c	0x872C95b2284e089FCB205D5DCf8E406b94Cae97	1.12E+18	eth	3.02E+21	\$ 3,016.92
14135395	0x8674b136eeae2e3d0ff26c21ca6ad5589c2658dcf116db563b6c206d1f048a	0x74F2305790da72386a1d1d32d82b08B8164C0704	3.00E+18	eth	8.08E+21	\$ 8,081.04
14135618	0xd698d99cd05c46f0c10c6cd3db036fc2675fa242887afd1c709df7751ad4b7d	0x211be2d0C09c482B27ed780A710b18d8cb76328E	1.00E+18	eth	2.69E+21	\$ 2,693.68
14135605	0x821ddc0ddcd57c5e2f5a56b27da29f7429774dc5b07fa06ee39509c716def5d	0x211be2d0C09c482B27ed780A710b18d8cb76328E	2.00E+19	dai	2.00E+19	\$ 20.00
14135613	0xa5e0f04edd588dc3b789279d8c10f85cbefd6c2038f97dd76ebc42f8b6202ed	0x211be2d0C09c482B27ed780A710b18d8cb76328E	8.00E+22	dai	8.00E+22	\$ 80,000.00
14135616	0x210614f9f5c95e40a9636784e69f2cd689369db849746110f3b89659fbef98dd6	0x211be2d0C09c482B27ed780A710b18d8cb76328E	1.00E+21	dai	1.00E+21	\$ 1,000.00
14135812	0x790c66823111c375e45869083c121ce84e78611ec889677d8a60d5a90c82f04f	0xc0822b5D3A0aEC3869DD0E051573a97856Aeb54	3.33E+17	eth	8.98E+20	\$ 897.89
14136349	0x56b97f41fa1644c5e045c80cd369601b6d480a8abf5a8989d7369378c8463	0x8ffdb026e7a5f5855Bc32277b4AA933FFD0f338	2.45E+18	eth	7.32E+21	\$ 7,315.57
14136520	0xf5c2c7a839f4a086458bf0214886c4e9086e187fa62522d1191174d73c73	0x3D4C86aa1f4a5E3189e1957287918aD80f4AC6	3.80E+17	eth	1.13E+21	\$ 1,134.66
14136565	0x6bd06c5e5aaea752802f2d4b4ea96019b471e74197ebce87482de7f233b9c0	0xDfd89a9dc7A7B728887F59C9f48D24Cb1d397	0	eth	0	\$ -
14137774	0x9b017eddcfc4b7a12863525c959df4b74d24d47f4694818e745006d51b74	0x588a373d9ce46ED5402a6A15f9C9AcD67dE1650	7.70E+17	eth	2.30E+21	\$ 2,299.18
14139044	0x01bb029c5af6b367effb66b428685b4206e8e38b8c66a4b5795536fa7b376ba	0x0e2Bac198dd3646576dbA85D86130E538f9820b	1.00E+15	eth	2.99E+18	\$ 2.98
14139128	0xcbe7da38c82543f93496423d2e8ca0201f36811d66cea0b2377b24d44442f9e	0x586075CEa62b1A53A30500c0126e1591C1da1c74	1.50E+15	eth	4.48E+18	\$ 4.48
14140674	0xcxcce242340a16deaac89548636d705ba09a864bab014e8d57ebe7483c84dd	0x44A14dEcD9270C34E2Ddaff4CD869a0C2b88461	6.00E+17	eth	1.79E+21	\$ 1,791.57
14140684	0x3fd3cde7fbeccecd47ac7f424267be1e3bba094956f4d9c5c123c7a59b55	0x8B4Ca0c6fF48175a776A7E3A7A25135486771bcca	1.05E+17	eth	3.14E+20	\$ 313.52
14141237	0x5417ea96f4ea887e099a3d5b1e1baac93f9c8cd8dd91bd8e8b27844def52052	0x1F736b9D5C8D48B0F897e4B2F61435899E0AB82f	3.00E+17	eth	8.96E+20	\$ 895.78
14141432	0x8eb1e08e1a3367d0302f72f15f205de2587e48e7ab05156e42526d0f4596acce	0x3c7eA18468C5cb5e043a1CE8B728d4a42d9f2539	2.78E+17	eth	8.30E+20	\$ 830.09
14141972	0x5c105589e581e0418af9cac33db4e3647155397ee1ef3d7b56307f4e8df8f2f	0x1F736b9D5C8D48B0F897e4B2F61435899E0AB82f	9.00E+16	eth	2.69E+20	\$ 268.73
14146784	0xoA5168901f1274351e20f53adcc20a79d047306775794de8bd6c8cd9ed7db	0xc0822b5D3A0aEC3869DD0E051573a97856Aeb54	2.22E+18	eth	6.69982E+21	\$ 6,699.82
14147056	0x6a917c0733aa32f5c150b424990ac6578632e4f6352800a46365467d7f5cf608	0x44A14dEcD9270C34E2Ddaff4CD869a0C2b88461	1.91E+17	eth	5.76E+20	\$ 575.84
14150232	0xbel1c8ce4249f5d9a46e2699a80d6077889beecfe7e3ac985333a87ca0210e3ba	0xc9284a9FD6D8C484B0F7e24f26B1634585F0A296	3.00E+16	eth	9.19E+19	\$ 91.85
14155304	0xae4f17c74bfe9f61b4a707cb126b003ce68e7d3225dd44c8fefe124dcdd5ee	0xD88DB916C76323C1E5ED5f1F50d2F54733fC70	2.10E+18	eth	6.43E+21	\$ 6,430.01
14156241	0x1b443d8bb7412912b047016878c525a3fd320cd14a6ccbe5dbba3e17597f69ad5	0x807562068c3380d3F26e46eb1BaD38C5C3a54	1.00E+18	eth	3.14E+21	\$ 3,142.03
14156771	0x3f4c724dddaedfbb5be6d7633992a9021acd129c37536f284348a4fff15a3b27	0xD0e10F01e3f9b7288eF7A91cb47448A4F3F7297F0	2.00E+23	dai	2.00E+23	\$ 200,000.00
14157139	0x014a98bb4633a6d6b9f7afed08472f258f6a79d7d99ae589d5c956e54449	0x4Ae6C2B62465244483F0cc1bb37496A9E16931c	3.74E+17	eth	1.18E+21	\$ 1,176.24
14159399	0x8d68190c531be1db08c03d364297d759a825c6f896b94a3bf03c228a6c0567	0x44A14dEcD9270C34E2Ddaff4CD869a0C2b88461	1.00E+17	eth	3.14E+20	\$ 314.20
14159620	0x25e56c50f0d78b563dc1c3d4ef323921d8b01f5933cab9ef0770af32cd096b3	0x44A14dEcD9270C34E2Ddaff4CD869a0C2b88461	6.00E+16	eth	1.89E+20	\$ 188.52
14162213	0x3738306fef3657b34f8f1700fb8e59a2c2ad5f56bf226d1328885d580b8e75d	0x71579617073058C8AB296f1E5f9C9AcD67dE1744e	7.50E+17	eth	2.34E+21	\$ 2,336.10
14164131	0x383143c3fc7e331b72bbdc3c162d9e6794c17da2477fa1294a69373e7974c91a	0x864684cd68548D96804e844b7C8FEf4e74b80675	1.25E+16	eth	3.89E+19	\$ 38.93
14164133	0xb87c54a3c0a99e6c2338ed3883b4cfadcf379cd4ef60e79391e9f05278996e0b7	0x28075EDE4A7F05D31464090b418BD53CA9da84c	1.25E+16	eth	3.89E+19	\$ 38.93
14164138	0x9408ac726f74782da20f6a957251f0cd9f7bfdf85f39af92db9c426a0e2	0x506408fc30F97f43505A4beACE33a188A219F0	1.25E+16	eth	3.89E+19	\$ 38.93
14164147	0x0beba2d7ff731f17c2214ab75882335d6d7f61f356ee8ef5dcafc399a75c	0x1D02091F25087f84B786f1E7e6ca95e1B1c0CF0	6.00E+16	eth	1.87E+20	\$ 186.88
14164167	0x5e44ef320a5c4db0b7755c1e060a38fb9c9de67406f68d3f1066ff7a2487923ca87f9163	0x5519319E38F322f7a22748798a5826f4b40bbf	7.50E+16	eth	2.34E+20	\$ 233.61
14167114	0x86be843a0bf7e3e2b2f41e11cc2adae78b4b1e5d88bcb7f25ec17cb32c96	0xE41188926607921763D25392475f1156AC5f9033	5.00E+16	eth	1.56E+20	\$ 155.74
14172647	0x661ea78574a4886aef934e30f87a33de12c6d04c1da09a93fb5c56fc98ff7	0x1561c3218A85Feec5A0a7B817596AebD257e5a3	5.00E+16	eth	1.62E+20	\$ 162.27
14175125	0xd6d07ad07b0efbceec670ea258da0e29a2245db0db8a5a2eb72dd6a00b08902	0xda9DAD60909E90E81aB99373a048073C1e15f8B	1.60E+16	eth	4.90E+19	\$ 49.01
14175863	0x706064ba94356e16147c9f1cf7f4a15a65f767193d2e876b879723c0df18f03	0x44A14dEcD9270C34E2Ddaff4CD869a0C2b88461	6.26E+18	eth	1.92E+22	\$ 19,176.94
14183128	0x7bd7de4d3f738f3d47f99b76c4f9d7b05c3703dbdd8f857f153df6600788d38	0x4eeD0F8c6f510a0cA00A5e55fE6b7D7f87c32B	3.20E+17	eth	9.37E+20	\$ 937.32
14183177	0x29f830dfa6721d23376eb562502357f351f5793adec6746ea242f1b35c651c3b	0x14D9fA3a9ea8CD08317Ea827c5d88c94e12272E	3.25E+17	eth	9.52E+20	\$ 951.97
14187197	0xf02e35361e372463724789d0f82fa4e29f345e8fd04dc412e624a6877352ce	0xc9284a9FD6D8C484B0F7e24f26B1634585F0A296	9.00E+15	eth	2.64E+19	\$ 26.36
14196297	0x212b1670ebfbceec670ea258da0e29a2245db0db8a5a2eb72dd6a00b08902	0x2770736960d4739f96d3a03367f0e3ba71fC63	9.65E+16	eth	2.77E+20	\$ 276.96
14196704	0x1aa89d53c6b9d3ab41b915fb6a273f07007bcb4008c599d2deb896b092b39972	0x9dE8AE598d80b4B8B53308A87894de7C0D5326b	1.00E+17	eth	2.87E+20	\$ 287.00
14197580	0x9de02648d1d2ce58b3c1d1d95da6b7ad9b985979adf07ae929bd71b8d178fab	0xd0bbf7481e3E38Ae10c9579CfA541C932c5c9a05D	3.40E+17	eth	9.76E+20	\$ 975.82
14205312	0xe27cc82181be50647f561b959a1bd25196cd305e17b0f6a957b9624ae46b2120c	0x979bD9f8D937F1e936DFD5FE3a48a207A5c7991	1.50E+17	eth	4	

14285500	0x6c282de5e1c542b77521df9f8dafdf7be0856dde0719a6e4fbbf0c502f753a2	0x1ebe61555bAd48d5e0D108BD78811F718D67b852	3.28E+16	eth	8.59E+19	\$	85.88
14297832	0xe7620b29958daa76b2355e51d95ed29172d607295f1d537674d54ccaa1a	0x13b841d8F99456fB55Ac0A7269D9cf8C0cdD7b42	1.00E+17	eth	2.98E+20	\$	297.71
14299044	0x577f4fc6fabe1c3254a8771be427a7d5651443f00040ef841e7d1714ca3a9e7a	0x9f7bD431d8ACfe55880c7ce96aa3E98C1b1852C8	7.00E+16	eth	2.08E+20	\$	208.40
14311068	0xcadeb5aaa49d4e118330e94e68aadf8f1c94b63c8d77f60f45b2aa18aad529a	0x17d88088C29387e1E16f3Ab33cf3Ad407554e829b	2.00E+16	eth	5.67E+19	\$	56.71
14311125	0xa694edc35418b316b6cf309106436e1632d615ceccbb09770ed9c9fe7c3168f7	0x2D1E786E6284409e16991dE76d2A82847a7d61C5	1.00E+17	eth	2.84E+20	\$	283.58
14311560	0x3a7b48a063cb21209b7b8a8af13b6c07eeb3c1ad39080f5e3b4cb6d8792b7258	0xa7d317332AC478Ae81c9845755491D33eEC69b50	3.30E+16	eth	9.36E+19	\$	93.58
14343365	0xe350a99ab74aff0462f5dc24eadeb6a714406a99c378e6319c6cadb7e2b2daa3	0x1ebe61555bAd48d5e0D108BD78811F718D67b852	1.87E+17	eth	4.81E+20	\$	481.09
14353456	0x7b88db7125f4d961be5f3ac220f005e5c9f1da0ae1d6db2833b155e89c3e06eb	0x588a373d9e46ED5402a6A15f9cCAdc67dE1650	2.54E+18	eth	6.93E+21	\$	6,933.28
14369882	0x81f3e989d1b206d1d06cb53a81566393428e9350fa7d7e70f7cabdd4657176f3	0x620F9F9237546998abE5a2E3197C4cc49B4775d0	1.00E+15	eth	2.57E+18	\$	2.56
14373027	0x18dc4bb7b32b93721d5ce3a81e00612623dcf87ac370ab0b3817fc412083e557d	0x25227955b9769fAAe8e981e60ee788c052064220	7.75E+16	eth	1.99E+20	\$	198.91
14373840	0xea429bb30f45b0061a98e1afa7d858ea3281b4caf1836f7985929fa0ac622f577	0xD78368092Cb1079e3DdaE7f192F5dCdCE53949CDD	1.00E+23	dai	1.00E+23	\$	100,000.00
14388113	0x7ee78853790ea04a53ca7bae9a588c4b4f84f1f7285c637d321edb06e978de2	0xC36A375fe4801642b2588C63830E082575a1e17C	2.00E+16	eth	5.24E+19	\$	52.37
14388236	0xa56172d4ba27d4536e7810331253c3d1e39bd978dcf1d2dec7c6aab946a90c4c	0xC36A375fe4801642b2588C63830E082575a1e17C	1.40E+17	eth	3.67E+20	\$	366.59
14388345	0xaea415350c003ace24e888c108c008f484d670b4106b2060b102d8c348be6e6	0xe49188846156782a8454AcB1332BEEaA9B523763	5.00E+20	dai	5.00E+20	\$	500.00
14403227	0x3083d5bc64dfaae5b6150065c38405e6fd0a0680adc7b83def2698af88aa5f2b	0xa655F4498cb4d18A3F2787bC9CF000535c7AE5dA	7.00E+16	eth	1.97E+20	\$	196.92
14403268	0xe9e2915ec57aae9872b9a8ecbee7b427c0c461fbc80e69e03c7e20558103625	0xa655F4498cb4d18A3F2787bC9CF000535c7AE5dA	1.00E+17	eth	2.81E+20	\$	281.32
14406341	0x70df12c6070d4cd9166e3f7452981defaa605e3aa416d62603c3143d1ed7b514	0x23d5925CbeAb8803d906e528f68ae30c69dc570E	1.00E+17	eth	2.81E+20	\$	281.32
14434437	0x29b091885a4ea577dc904329938203c8002d99604a48328a7e4114f59cab937b	0x54F0E1a12C368A327631F9dEA47C04CF1Db45584	3.33E+17	eth	9.89E+20	\$	989.09
14494015	0x6dc0565e1649b23f0c828c48e0223a22fe80f7328d8a394bdfdc2fb42eb1e9b3	0x981c8ECD009E3E84eE1ff992668F1461a12e5c68	8.41463E+17	eth	2.76119E+21	\$	2,761.19
14510122	0x8dea92888016e34ce9947ae127f59bc8530453d64098532449cafe23be790161	0xA1b27bb0CD029c1D63A2aE689FD8937812EB6637b	5.00E+19	dai	5.00E+19	\$	50.00
14516791	0xb9ca9cdcb75d381cb45a8df3165813594575cb403638ae6450f05318b32089538	0x5b2b4859276217400469916FceefC89ACab7548f	5.55E+16	eth	1.96E+20	\$	195.53
14532273	0x8e516a90ef560270ca3b97be763094325661f8cb4366f9a5a08909b19031fe9e	0xDab5f41744745C8530fCc5C6D50E8680E63737c3	1.00E+16	eth	3.17E+19	\$	31.72
14560430	0x79c77c6845accad130d95a1e008952e4299e3a8ff6ae314f6cee87476a2b7963	0x1F736b9D5cdeb4933DB97e4f9f8153899E0Ab82f	5.00E+19	dai	5.00E+19	\$	50.00
14589945	0x5310ead1de480a98741f66be87fa4b324049d4dd5a16eb1e77dc630d817c65cb	0x489DEe055c36fA804AB75d9B28e39bF2a76b793	6.75E+15	eth	2.05E+19	\$	20.54
14605211	0x979740bc9c4df9c444ca7d1c3d92608baf2a3f038bbf7c9a4ef884c7cab16c	0x981c8ECD009E3E84eE1ff992668F1461a12e5c68	1.7561E+18	eth	5.25219E+21	\$	5,252.18
14627411	0xd6c1d1bb116564facede128c143073ef366ee6f984596124e96b3a7c2598c38a	0xb925839968D0FfEAC3F5ef7C7C5e4450191Ab0D10	1.50E+20	dai	1.50E+20	\$	150.00
14674519	0xa02e44a61f0047d6deb58afc14ed34c24a72ff8ecb90b6d00fb1b37c56982cd06	0xCf7C21DeD40f2Df85A564207A89b337978D09CE3	5.00E+16	eth	1.47E+20	\$	146.94
14680914	0x6367aa16ef3922cd2edf277017b4f5d6c713a04ac9b008ee100fdbcaee6a3a4	0xE63189A3B5d35f8E6f67BD282A3ACa4E084e85	1.00E+17	eth	2.82E+20	\$	281.76
14682236	0x3d4298fe34e8b76531668246671abfba380f6f6628620a420616889ae8d15d41	0x95a97CDd45F55A3e4d2c9c512BB89ed171b8F07b	7.00E+17	eth	1.97E+21	\$	1,972.38
14696403	0x0ceaf28353e84a34446c8a1ab5748dba64c84c09dbf84f227fd82d4cf01da135	0xd1182CF767d6A35011455781d792b7C37d3a7d97	3.90E+17	eth	1.12E+21	\$	1,115.30
14826321	0x4e1b71a719d7290e88bb01e0b1d8f3919beefac4731161f821da107b37552012	0xE5a71A3696D4eDB65F07b6F9a3F000F826367305	2.00E+16	eth	4.08E+19	\$	40.81
14840371	0xad1517b8ea9508c286ed6d9c0138cc4f65561fc778c786dd3153e96d5acf6b57f	0x58C3C3c0286a1728A70ff5fd5F2b9A346aE1d013	5.00E+16	eth	9.70E+19	\$	97.02
14985408	0xafe47fe9f1274447f1fac31aec44fda7306507c214a28505a3eeb1c2ecd944f	0x7525153aA1091b9f1c04416CF79D1F14d2340085	9.97614E+19	eth	9.91648E+22	\$	99,164.83
14985791	0x1a4b5432962c34a1b1c7e077d7560d64c28e8c8664d53180366d72eecdaf0e93	0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6	0	eth	0	\$	-
14985820	0x8beaec7c3ed1ac55ae2b95cc8ff5f71f46f0b5f38c920801a7949793de9f008e	0x7525153aA1091b9f1c04416CF79D1F14d2340085	1.01031E+20	eth	1.00426E+23	\$	100,426.49
14986505	0xeeee92ac52ea3b97c0ec8cf5e38624ccb3024cd873b28a94db3255a58d7ded82	0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6	0	eth	0	\$	-
14986926	0x67c9a92d6a0791f26afa875f4764d226c47d709e0f17b3530a7816bca397fedd	0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6	0	eth	0	\$	-
14986965	0x6b177130f75ddf8bf4380171f3f9d9e0ffdb2e2c8ce0278991106339b55b81b	0x7525153aA1091b9f1c04416CF79D1F14d2340085	5.53841E+19	eth	5.50529E+22	\$	55,052.88
15013380	0x4e9ccc9452f704df1e8dd178a295037dd35658dd86f2524722593fd6f122449	0x981c8ECD009E3E84eE1ff992668F1461a12e5c68	2.24773E+18	eth	2.56799E+21	\$	2,567.98
15046576	0x9220f2803481949c3cbaed722998d10d9aa2c364b371a8ee0e5efd85da8a7d43	0x7525153aA1091b9f1c04416CF79D1F14d2340085	4.52247E+19	eth	4.9706E+22	\$	49,706.02
15049997	0xf620fca9109f1d5266f816048cae911a54b6dccc578ad35258184261136b49460	0x7525153aA1091b9f1c04416CF79D1F14d2340085	9.86504E+19	eth	1.0588E+23	\$	105,879.54
15052292	0xf6493c11023e4692e4e192e8316f90c719d49dd09538821fdd8a4566024357e0	0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6	0	eth	0	\$	-
15052336	0x238c8382ee0bf1bca90eed7b3f4be7fa06233e0adac1d58800e18ec5d5baf21148d	0x7525153aA1091b9f1c04416CF79D1F14d2340085	4.86185E+19	eth	5.21813E+22	\$	52,181.25
15096831	0x02107d93e48e48db319d41007b5f79df5a3133397518f68451c017dcbb77a8	0x385997d8b9b4D9a4a15b858fAe1D7d2d86A3A9	8.00E+16	eth	9.90E+19	\$	99.00

\$17,189,461.91

PRE-SNAPSHOT
movement.dao initialization budget(s)

2080 Hourly computation per year

Count	Role	ENS	Ethereum Address	Notes	Description
developers	1 Application Block/Architect	tankbottoms.eth	0x5d95baEBB8412AD827287240A5c281E3bB30d27E		UX, smart contracts, cloud functions, legal, cheerleader
	2 UX Illustrator Figma	natasha-pankina.eth	0x1DD2091f250876Ba87B6E17e6ca925e1B1c0Cf	1	UX designer, PFP illustrator designer
	3 UX Front-end Typescript	na	0x630893004C2B6113A87C0adcD70E47A52be1e	2	UX, Svelte front-end
	4 Typescript/Solidity	sveltedev.eth	0x4823e65c10da3ef320e5e262cfa80a059e02a6	3	Full-stack, smart contracts
	5 Typescript/Solidity	na	0x2187e6a7c765777d50213346f0Fe519fCA706fbD		Account-custodial smart contract, front-end
	6 Typescript/UX/Svelte	na	0x2B075EDE4AF706D31464090b41B8D5C3CA9da84c		UX, Svelte front-end
	7 Blockchain Architect	optspacecadet.eth	0x5566b7cb1cccb3e147084cF971D6DDa770A3c90F		tankbottoms.eth delegate, blockchain architect, tezos
	8 Typescript	tbd	0x00	8	
	9 Typescript	tbd	0x00		
	10 Typescript	tbd	0x00		
	11 Program Management	goodtimeswith.fuzzyhandcuffs.eth	0xf8042c55fE4dff9Df82c0F8435fbcC32fe60A69	10	Documentation, Legal, Github Issues, Sprint prioritization
	12 Application Block/Architect		0x7ae63fba045fec7cae1a75cd7aa14183483b8397		Jango.eth, architect and inventor of the Juicebox protocol
sub-total					
business development	12 Community, marketing	feugo	0xE41188926607921763D25392475f1156AC5f9033		Governance, community coordinator
	13 Governance & documentation	filipv	0x30670D81E487c80b9EDc54370e6Eaf943B6EAB39		Governance, community contributor
	14 Marketing, copy & documentation	felixander	0xA488938161c9Afa127E93Fef6d3447051588664	7	See notes
	15 Marketing, business develop	obstacker	0x30670D81E487c80b9EDc54370e6Eaf943B6EAB39		
	16 Onboarding workflow	myco	0x2C8BBB34C9b98EdF907Ee08599FD8407ee5Ba284		
	18 Onboarding business dev	aidan	0x00		
	19 Community, documentation	tbd	0x00		
	20 Infrastructure, Subscription Expenses	dao-lawfirm.eth*	0x752515a3A1091b9f1c04416CF79D1F14d234008	4	Fleek, Firebase, Github, Graph, Alchemy, Tenderly, Namespace, ens.domains, Filing fees, BVI structure
	21 Legal, Accounting	dao-lawfirm.eth	0x00	9	Terms of Service, Privacy Policy, EULA, Articles of Incorporation, By-laws, for parent and for generated DAOs and tokens
	22 Bolt, Wyre Integration	dao-lawfirm.eth	0x00		Bolt credit card payment, Wyre, omnibus wallet management system, integration and segmented provider
	30 Branding, Design	tbd	0x00		
sub-total					
total year-end 2022				expenses to date for r&d and previous consultants interviews, recruiting move.xyz	

- Varies by workload
- Varies by availability, i.e. two months summer off and part time in winter, effectively half time
- Additional goals, project milestone bonuses from \$5,000, to \$15,000 or an additional \$25,000-\$50,000 over one year
- Current expenses are paid between tankbottoms.eth, dao-lawfirm.eth, developer.move.eth, and operating funds contributed by individuals which will be consolidated into a movementdao bank account
- Scope and purpose of movement.dao is detailed <https://bit.ly/3zXEDaY> and is undergoing multiple revisions
- Paid from previous DAI contribution in exchange for SAFT
- \$4k, 20h commitment to JB contributor, \$5k, 20h commitment to Movement
- Greved expenses are headcounts which are not filled, budget and expenses signaling which ultimately be followed up with individual proposal
- Some amount of funds will be used to seed movement dao bank account for IRL expenses, subscriptions, vendor expenses
- Other duties include banking and legal compliance, accounting

Initial DRAFT
movement.dao initialization budget(s)

2080 Hourly computation per year

Count	Role	ENS	Ethereum Address	Monthly	FC	Annualize	Overtime	gTOKENs	Notes	Description
1	Application Block/Architect	tankbottoms.eth	0x5d95baeBB8412AD82728724045c281E36b30d21	\$ 88,000.00	\$ 44,000.00	\$ 1,056,000.00	\$ -			UX, smart contracts, cloud functions, legal, cheerleader
2	UX Illustrator/Figma	nataasha-parkina.eth	0x00	\$ 12,500.00	\$ 6,250.00	\$ 150,000.00	\$ -	100,000	1	UX designer, PFP-illustrator designer
3	UX Front-end Typescript	cookieslayer.eth	0x630893004C2B6113A87C0adcd70E478A52be1e1	\$ 30,000.00	\$ 15,000.00	\$ 360,000.00	\$ -	100,000	2	UX, Svelte front-end
4	Typescript/Solidity	sveltedev.eth	0x4823e65c10daa3ef320e5e262cfa8da0a059e02a6	\$ 20,000.00	\$ 10,000.00	\$ 240,000.00	\$ -	100,000	3	Full-stack, smart contracts
5	Typescript/Solidity	na	meows, llc payment	\$ -	\$ -	\$ -	\$ 20,000.00			Account-custodial smart contract, front-end, meows, llc
6	Typescript/UX/Svelte	na	meows, llc payment	\$ 20,000.00	\$ 10,000.00	\$ 240,000.00	\$ 20,000.00			UX, Svelte front-end
7	Blockchain Architect	cp1spacecadet.eth	0x586b7db1ccc3e147084cf971d6DDa770A3c901	\$ 48,000.00	\$ 23,000.00	\$ 552,000.00	\$ 30,000.00	100,000		tankbottoms.eth delegate, blockchain architect, tazos, off-ramp meows llc
8	Typescript	tbd	0x00	\$ 25,000.00	\$ 12,500.00	\$ 300,000.00	\$ -		8	
9	Typescript	tbd	0x00	\$ 25,000.00	\$ 12,500.00	\$ 300,000.00	\$ -			
10	Typescript	tbd	0x00	\$ 25,000.00	\$ 12,500.00	\$ 300,000.00	\$ -			
11	Program Management	benreed.eth	0xf8042c55fE4df9Df82c0F8435fcdC32f660A69	\$ 15,000.00	\$ 7,500.00	\$ 180,000.00	\$ 20,000.00		10	Documentation, Budget, Expenses, Reimbursements, Legal, Github Issues, Sprint prioritization
12	Application Block/Architect	jango.eth	0x7ae63ba045fec7cae1a75c7aa14183483b8397	\$ 7,500.00	\$ 3,750.00	\$ 90,000.00		100,000		Jango.eth, architect and inventor of the Juicebox protocol
13	Governance & documentation	filipv.eth	0x30670D81E487c80b9EDc54370e6EaF943B6EAB	\$ 16,000.00	\$ 8,000.00	\$ 192,000.00		100,000	11	filipv
sub-total				\$ 330,000	\$ 165,000	\$ 3,960,000	\$ 90,000.00			Removed any individuals not-engaged currently
				\$ 255,000		\$ 3,060,000				
12	Community, marketing	feugomoves.eth	0xE41188926607921763D25292479f1156AC59033	\$ 10,000.00	\$ 5,000.00	\$ 120,000.00	\$ -	100,000		Governance, community coordinator
13	Governance & documentation	filipv	0x30670D81E487c80b9EDc54370e6EaF943B6EAB	\$ 7,500.00	\$ 3,750.00	\$ 90,000.00	\$ -	100,000		Governance, community contributor
14	Marketing, copy & documentation	felixander	0xA8488938161c9Afa127E93Fe8d3447051588664	\$ 5,000.00	\$ 2,500.00	\$ 60,000.00	\$ -	100,000	7	See notes
16	Onboarding workflow	myco	0x2C8BBB34C9b98EDf907Ea08599FD8407ee58a2	\$ 7,500.00	\$ 3,750.00	\$ 90,000.00	\$ -	100,000		
18	Onboarding business dev	aidan	0x00	\$ 7,500.00	\$ 3,750.00	\$ 90,000.00	\$ -	100,000		
19	Community, documentation	tbd	0x00	\$ 10,000.00	\$ 5,000.00	\$ 120,000.00	\$ -			
20	Infrastructure, Subscription Expenses	dao-lawfirm.eth*	0x752515a3A1091b9f1c04416CF79D1F14d2340085	\$ 5,000.00	\$ 2,500.00	\$ 60,000.00	\$ -		4	Fleek, Firebase, Github, Graph, Alchemy, Tenderly, Namespace, ens domains, Filing fees, BVI structure
21	Legal, Accounting	dao-lawfirm.eth	0x00	\$ 7,500.00	\$ 3,750.00	\$ 90,000.00	\$ -		9	Terms of Service, Privacy Policy, EULA, Articles of Incorporation, By-laws, for parent and for generated DAOs and tokens
22	Bolt, Wyre Integration	dao-lawfirm.eth	0x00	\$ -	\$ -	\$ -	\$ 15,000			Bolt credit card payment, Wyre, omnibus wallet management system, integration and segmented provider
30	Branding, Design	tbd	0x00	\$ -	\$ -	\$ -	\$ 100,000			
sub-total				\$ 60,000	\$ 30,000	\$ 720,000	\$ 115,000			
total				\$ 390,000		\$ 4,680,000	\$ 205,000			expenses to date for r&d and previous consultants interviews, recruiting
year-end 2022				\$ 1,560,000.00		\$ 2,340,000.00	\$ 205,000			move.xyz

- Varies by workload
- Varies by availability, i.e. two months summer off and part time in winter, effectively half time
- Additional goals, project milestone bonuses from \$5,000, to \$15,000 or an additional \$25,000-\$50,000 over one year
- Current expenses are paid between tankbottoms.eth, dao-lawfirm.eth, developer.move.eth, and operating funds contributed by individuals which will be consolidated into a movementdao bank account
- Scope and purpose of movement.dao is detailed <https://bit.ly/3zXEDaY> and is undergoing multiple revisions
- Paid from previous DAI contribution in exchange for SAFT
- \$4k, 20h commitment to JB contributor, \$5k, 20h commitment to Movement
-
- Greyed expenses are headcounts which are not filled, budget and expenses signaling which ultimately be followed up with individual proposal
- Some amount of funds will be used to seed movement dao bank account for IRL expenses, subscriptions, vendor expenses
- Other duties include banking and legal compliance, accounting

Count	Role	Monthly	FC	Hourly	Annualize	Onetime	gTOKENs	Notes	Description	
developers	1 Application Block/Architect	\$ 88,000.00	\$ 44,000.00	\$ 507.69	\$ 1,056,000.00	\$ -	-	1	UX, smart contracts, cloud functions, legal, cheerleader	
	2 UX Illustrator Figma	\$ 15,000.00	\$ 7,500.00	\$ 86.54	\$ 180,000.00	\$ -	100,000	2	UX designer, PFP illustrator designer	
	3 UX Front-end Typescript	\$ 30,000.00	\$ 15,000.00	\$ 173.08	\$ 360,000.00	\$ -	-	100,000	3	UX, Svelte front-end
	4 Typescript/Solidity	\$ 20,000.00	\$ 10,000.00	\$ 115.38	\$ 240,000.00	\$ -	-	100,000	4	Full-stack, smart contracts
	5 Typescript/Solidity	\$ 12,000.00	\$ 6,000.00	\$ 69.23	\$ 144,000.00	\$ 20,000.00	-	-	5	Account-custodial smart contract, front-end
	6 Typescript/UX/Svelte	\$ 12,000.00	\$ 6,000.00	\$ 69.23	\$ 144,000.00	\$ 20,000.00	-	-	6	UX, Svelte front-end
	7 Blockchain Architect	\$ 46,000.00	\$ 23,000.00	\$ 265.38	\$ 552,000.00	\$ 30,000.00	100,000	-	7	Delegate, blockchain architect, tezos
	8 Typescript, CSS	\$ 15,000.00	\$ 7,500.00	\$ 86.54	\$ 180,000.00	\$ -	-	-	8	TBD
	9 Typescript, CSS	\$ 15,000.00	\$ 7,500.00	\$ 86.54	\$ 180,000.00	\$ -	-	-	9	TBD
	10 Typescript, CSS	\$ 15,000.00	\$ 7,500.00	\$ 86.54	\$ 180,000.00	\$ -	-	-	10	TBD
	11 Program Management	\$ 15,000.00	\$ 7,500.00	\$ 86.54	\$ 180,000.00	\$ 20,000.00	-	-	11	Documentation, Legal, Github Issues, Sprint prioritization
	12 Application Block/Architect	\$ 7,500.00	\$ 3,750.00	\$ 43.27	\$ 90,000.00	-	-	100,000	12	Architect OG of the Juicebox protocol
sub-total		\$ 290,500	\$ 145,250		\$ 3,486,000	\$ 90,000.00				
business development	13 Community, marketing	\$ 10,000.00	\$ 5,000.00	\$ 57.69	\$ 120,000.00	\$ -	100,000	13	Discontinue	
	14 Governance & documentation	\$ 7,500.00	\$ 3,750.00	\$ 43.27	\$ 90,000.00	\$ -	100,000	14	Discontinue	
	15 Marketing, copy & documentation	\$ 5,000.00	\$ 2,500.00	\$ 28.85	\$ 60,000.00	\$ -	100,000	15	Discontinue	
	16 Marketing, business develop	\$ 10,000.00	\$ 5,000.00	\$ 57.69	\$ 120,000.00	\$ -	100,000	16	Discontinue	
	17 Onboarding workflow	\$ 7,500.00	\$ 3,750.00	\$ 43.27	\$ 90,000.00	\$ -	100,000	17	Discontinue	
	18 Onboarding business dev	\$ 7,500.00	\$ 3,750.00	\$ 43.27	\$ 90,000.00	\$ -	100,000	18	Discontinue	
	19 Community, documentation	\$ 10,000.00	\$ 5,000.00	\$ 57.69	\$ 120,000.00	\$ -	-	19	Discontinue	
	20 Infrastructure, Subscription Expenses	\$ 5,000.00	\$ 2,500.00	\$ 28.85	\$ 60,000.00	\$ -	-	20	Fleek, Firebase, Github, Graph, Alchemy, Tenderly, Namespace, ens.domains, Filing fees, BVI structure	
	21 Legal, Accounting	\$ 7,500.00	\$ 3,750.00	\$ 43.27	\$ 90,000.00	\$ -	-	21	Terms of Service, Privacy Policy, EULA, Articles of Incorporation, By-laws, for parent and for generated DAOs and tokens	
	22 Bolt, Wyre Integration	\$ -	\$ -	\$ -	\$ -	\$ 15,000	-	22	Bolt credit card payment, Wyre, omnibus wallet management system, integration and segmented provider	
	23 Branding, Design	\$ -	\$ -	\$ -	\$ -	\$ 100,000	-	23	RFQ Complete	
	sub-total		\$ 70,000	\$ 35,000		\$ 840,000	\$ 115,000			
		\$ 360,500			\$ 4,326,000	\$ 205,000	expenses to date for r&d and previous consultants interviews, recruiting			
		\$ 1,442,000.00			\$ 2,163,000.00	\$ 205,000	rough budget may include conversion fees or on-off ramp incurred by 3rd parties			

action-engine
 dao-lawfirm.eth amex expenses
 meowswdao.eth reimbursement 2.5 months floating expenses
 Loan agreement with Mike Radin
 Loan agreement with Evita Stenqvist
 errata of each mip, update governance
 legal resources daolabs-site
 legal templates payments
 dao-lawfirm. ohillios indemnification agreement

Individual	Biller	Role	Rate
R. Yurchak	RY	Attorney	\$ 500.00
M. Welton	MW	Paralegal	\$ 375.00
M. Phillips	MP	Paralegal, Developer	\$ 475.00
K. Silva	KS	Paralegal	\$ 200.00

Date	Biller	Activity	Duration	Amount	Flat fee	Notes
3/1/2022	MP	Documentation of Genesis, Ledger for storage	0.50	\$ 237.50		
4/1/2022	MW	Monthly Snapshot of Genesis balances and transactions for accounting	1.00	\$ 475.00		
5/1/2022	MW	Monthly Snapshot of Genesis balances and transactions for accounting	1.00	\$ 475.00		
6/1/2022	RY	Monthly Snapshot of Genesis balances and transactions for accounting	1.00	\$ 475.00		
6/1/2022	MW	DAO LABS, application fees				
6/1/2022	MW	Additional DAO LABS, etc.				
6/10/2022	RY	DAO LABS, Trust, Uha, LLC, Inc Governance documents	6.00	\$ 2,850.00		
6/11/2022	MP	DAO LABS, Trust, Uha, LLC, Inc Governance documents, cont.	6.00	\$ 2,850.00		
6/12/2022	MP	Privacy Policy, Terms of Service, DAO LABS, Jukebox	6.00	\$ 2,850.00		
7/1/2022	RY	Meow, LLC formation, banking resolution	1.00	\$ 500.00		
7/20/2022	RY	DAO LABS, LLC formation review	1.00	\$ 500.00		
7/20/2022	RY	DAO LABS, Inc formation review	1.00	\$ 500.00		
7/20/2022	RY	DAO LABS, Trust formation	1.00	\$ 500.00		
7/20/2022	RY	Movement, Unincorporated Non-profit Association review	1.00	\$ 500.00		
7/15/2022	RY	Notes regarding Securities	2.00	\$ 1,000.00		
7/30/2022	RY	Receipt of DAI for Action Engine, Invoice payment	0.25	\$ 125.00		
7/30/2022	MP	Legal resources template application	6.00	\$ 2,850.00		
7/31/2022	MP	Legal reference templates to publish			\$ 1,000.00	
8/1/2022	MP	https://www.legalaid.org/Free-Online-Legal-Templates/REACME.pdf	6.00	\$ 2,850.00		
8/1/2022	RY	Secured, Unsecured Promissory Note templates	0.50	\$ 250.00		
8/1/2022	MP	Correspondence with Eric Gibbs regarding engagement	0.10			
8/2/2022	RY	Review of Eric Gibbs, Final payment status	0.25	\$ 118.75		
8/2/2022	MW	Opinion Letter Securities	8.00	\$ -		Jukebox paid \$20k for opinion letter which was not updated after feedback.
	MP	Notes on Securities Letter	18.00			
8/31/2022	RY	Unincorporated Non-profit Association Accountant Interview	0.50	\$ 237.50		
9/1/2022	RY	Accounting for crypto-transactions	0.50	\$ -	\$ 2,500.00	
9/1/2022	RY	Phillips property storage	0.00	\$ -	\$ 500.00	
9/1/2022	RY	Loan agreement with Mike Radin	0.25	\$ 125.00		Per month
9/2/22	RY	Loan agreement with Extra Sheepcat	0.25	\$ 125.00		
9/2/2022	RY	Emails for Move-0000 through 0007	0.50	\$ 250.00		
9/3/2022	RY	https://daolabs-docs.on.fleek.com/move/proposals/mp-0000.md	0.50	\$ 250.00		

9/1/2022	-	-	0.00	\$ -	\$ 16,000.00	DAI 9/1/22
	RY	Amex Expenses		\$ -	\$ 5,000.00	DAI 9/1/22
		Filing fees for x,y,z		\$ -	\$ 6,000.00	DAI 9/1/22
		Eric Gibbs final payment		\$ -	\$ 5,000.00	
		Crypto-conversion tax impact			\$ 5,000.00	
		Meow, LLC tax estimation			\$ 5,000.00	
		Phillips tax estimation			\$ 5,000.00	
		2021 crypto-tax expenses			\$ 30,000.00	DAI 9/1/22
		Amex account reconciliation - services				
9/1/2022	RY	0x6f90374039f02710e044644a66441e73184b4d0		\$ (35,000.00)		https://etherscan.io/token/0x6f90374039f02710e044644a66441e73184b4d0
9/1/2022	RY	0x05e49d43d44b5b5c0b704a3058d30f0a4b10		\$ (10,000.00)		Evaluation of off-ramp Robinhood
9/2/2022	RY	0x41f4da7f78577f5921346f0f4519fca706b2		\$ 210,000.00		Transfer fee for LLC, Inc.

\$ 20,893.75 \$ 236,000.00

Month	Total Amount	Deferred Amount	Status
Sep-21	\$ -	\$ 7,240.70	Paid
Oct-21	\$ 3,025.00	\$ 1,592.75	Pending
Nov-21	\$ 13,077.50	\$ 4,577.13	Pending
Dec-21	\$ 35,337.50	\$ 12,364.63	Pending
Jan-22	\$ 8,282.50	\$ 2,898.88	Pending
Feb-22	\$ 35,947.50	\$ 12,931.63	Pending
Total	\$ 94,660.00	\$ 41,071.72	

[illegible]

ID	Individual	Initials	Address	Verified	Salary
1	M. Phillips	MP	0a5d95aa88412a6b27287240a5c281a3ba30276	9/8/2022	
2	N. Parvina	NP	0a6772c38ca48a5d323873d189a6f2ba857a7926	9/11/2022	
3	E. Stenqvist	ES	0a33030300aC286113a070a6a278578a52a1a70		
4	S. Tariq	ST	0a4823a65c10a6a3af20a5a2827a9a9a9a0a0a6	9/8/2022	
5	J. Gordon	JG	0a64118880880787173320c330a778115a4c295933		
6	F. Viallu	FV	0a30670D81E487a3088EDa54370a6aF94386EAB93		175,000
7	B. Reed	BR	0a60a3a35564aPMD82aUPa3a3a0a87c33a3a3a469		
8	J. Juicebox	JJ	0a7a6038a645a7a5a7a5a1a75a7a14153483a8397		
9	R. Birekav	RB	0a6200a16787a4877a6aP168F207a2473a6a23a13		
10	D. Lawfirm	DL	0a752015a3A1091087a0a410CF78D7F14a234a085		
11	M. Radin	MR	0a5868b7a87a0a3ba147084a79718a8a770a3a50F		

Date	Initials	Description	Purpose	Amount	DAI	ETH	Gas_Other	To	Notes	Tx
9/9/2022	MP	Ban Based reimbursements, payroll	Payroll	\$ 20,000.00	20,000.00			banreed.eth	Included reimbursement for setting up corporations	0a446bca0a7a790a54194a85c878b11a8a4a5a83c3a8a30f5a0a14a1990ba

Summary Expenses June 2022 through September 2022											
Id	Individual	Index	Address								
1	M. Phipps	MP	045650a6a88412a627297494dc081c38a30a27e								
2	C. Davis	CDavis	042390071863434618102739844c088088888445								
3	dis-bellm.ash	bellm	04752515a3a10916f1c04416cf79d1f14d234085								
4	cpj@peaceaid.net	cpj	04ba07426c7a729a6588a8e5f46310111682328								
5	N. Perkins	NP	041020281020a078ba788877a6a694a1814c07d								
Month	Index	Index	Description	Purpose	Amount	DAI	ETH	Gas	Other	Tx	Notes
6/30/2022	MP					1	-				Payments to vendors thru June Payments to coordinator per ash Payments to Mike Rader Payments to PEACEDAO DAI/WEETH u3 LP uDAI/WEETH u3 LP Purchase of Gas 2 Ranchview 5a020779a850a8EDa83d363572173AFa3b3116Ead7 0.0004 * 100 = ETH 0.0404 2.5, 5, 2.75, 1.25, .25, ETH TX DAI 7750; 15,043, 11.00, 15,000, 4,000 22020801 June, July-August, Action Engine \$20k, \$20k, \$30k - \$70k
					\$ 216,000.00	4,500.00	4.00	18,000.00			

EXHIBIT 23

Fw: Accounting

From mark.phillips@protonmail.com <mark.phillips@protonmail.com>
To Jonathan Gordon<jongordon83@gmail.com>
Date Sunday, September 11th, 2022 at 11:44 PM

Resending since was rejected from jg@ryanbreslow.

ps. The discussion with Ryan was entirely addressing questions you had which could have been answered directly.

Regards,
Mark Phillips

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Sent with [Proton Mail](#) secure email.

----- Original Message -----

On Sunday, September 11th, 2022 at 10:17 PM, Me <mark.phillips@protonmail.com> wrote:

Hi,

In recent questions regarding clear accounting expenses I will do my best to outline them here.

1. All expenses and addresses which transactions are occurring were detailed in the recent proposals. <https://daolabs-docs.on.fleek.co/move/proposals/mip-0001.md>
2. Working with Ben to get him up to speed so that he can help with actual transaction booking through spreadsheet (see partial DAOLABS-Budget-Accounting.xlsx)
3. Development is also working on a tool which we can use along with DAO payouts and token distribution, <https://ethereum-accounting.on.fleek.co/> - add address, give it friendly name and pick color, but obviously the tool needs more work and integration into the main application.
4. These haphazard tools above are obviously friendly ways to present information which is on the blockchain i.e. available for everyone to audit, although the explanation is not clearly apparent.
5. The reason why we are not further along is
 - a. I didn't expect to be spending as much time with governance and operations so the documentation is taking time both because I can't rely on much of Reed's time more than 8-10 hours a week, Marc the other lawyer is not better than I at this and that I wanted to do this with Ben so that the benefit of someone else I could trust and rely upon to manage ongoing would be some silver lining.
 - b. I am trying to consider the expenses outside of what has been directly related to the endowment as consideration.
 - c. I have development responsibilities as well
6. The next governance cycle will have specific numbers as to the headcount and the attached headcount calculator will be used (mostly its for VC audits)
7. The stock allocation table attached is also something that is being done at the same time as its both important from Ryan's perspective as well as VC perspective as well as motivation for the team given the token, future token, and other promises have shifted - which we would all like to capture here
8. I am happy to share with everyone the legal, accounting Github or create a new one so that you can see daily changes and updates to the folders. But since its between us and not intended to share beyond Ben and us, I was trying to work my way through it before sharing a bunch of documents which perhaps no-one would read.

With regards to the recent budget approval and the expenses for effectively four months, the first bullet point <https://daolabs-docs.on.fleek.co/move/proposals/mip-0003.md> in the proposal states that there were retroactive expenses borne by tankbottoms, dao-lawfirm and ryan-breslow, so taking the approval amounts and dividing them by the months for the end of the year is not that simple. As stated above, there are a bunch of expenses from a bunch of different locations which I am trying to consolidate to the DAOLABS banking of which moving funds to fiat is arduous for both myself and the law firm of which \$250k of the budget was sought. It is my goal to have both Ben fully up to speed in the next month and by end of year have an accounting retroactively and ongoing so that we may file taxes and appear to have our sh*t together with any 3rd party, including ourselves, and so that the advisors (you both) and the independent board of directors can properly do governance which would not be considered a sham.

Regards,
Mark Phillips

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Sent with [Proton Mail](#) secure email.

- Frame 1159.pdf 8.44 MB
- DAOLABS-Budget-Accounting.xlsx 74.50 KB
- DAOLABS-Headcount-Calculator.xlsx 30.92 KB
- DAOLABS-Stock-Allocation-Capitalization.xlsx 123.01 KB
- publickey - mark.phillips@protonmail.com - 0x49631D56.asc 1.73 KB

EXHIBIT 24

Prepared by M. Phillips
October 2, 2022

Memo Re: The Movement Endowment¹

Scope of Engagements

Law Offices represented Merkaba, Inc. for the limited scope of reviewing corporate structure and paying development vendors. Ted, the same. A.F., R.B., J.G. crypto-custodial services, for which on Feb. 2, 2022, instructions to transfer the then crypto² balances to the Gnosis 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6. Law Offices is retained by the Gnosis Association as the service provider per appointment of the above individuals, ratified by the community on August 2022, by <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0000.md>. Additional governance and Gnosis authorizations were ratified by <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0001.md>, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0003.md>, and <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0007.md>.

Introduction

This memo provides a factual overview of the cryptocurrency platform prior to the contributions to the Gnosis multi-signature wallet 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 ("Gnosis"), which was launched as the Movement DAO³. The Movement DAO began development in earnest on or about July 23, 2021. On February 2, 2022, the concept was launched together with a GitBook; by May 25, 2022, the Gnosis received approximately \$17,189,461.91⁴ from a combination of Ethereum and DAI. As of October 7, 2022, the Gnosis has approximately \$11,896,282.2191 in DAI and ETH 1,509.63862486 which at \$1,322.86 is worth \$2,003,214.97326⁵ totaling \$13,899,497.18.

Representations

R.Y. engaged A.F. to lead and direct all aspects of the Movement DAO launch, including authoring the GitBook⁶, which would serve as the project's whitepaper. While multiple efforts to scope or limit the scope of the promises or forward-looking statements by J.G., or M.P. and R.Y., A.F. ultimately controlled the GitBook and its contents. <https://move.xyz>, GitBook and Twitter were the predominate tools for communication. A number of material statements were made in order to induce 3rd parties to contribute to the Gnosis. They include:

"These tokens will be used to provide authentication into community chat rooms (Discord), voting activities (Snapshot), and participation in the movement. However, the token does not entitle the holder to the expectation of any profits from a movement nor is there a guarantee that the tokens will increase in value over time. The purchase of the governance token is simply the threshold that allows the purchaser to participate in the governance of the movement endowment that allows the purchaser a voice in the movements that the DAO should support" Pg. 1, Let's Start A movement.

"The principal balance of the endowment is designed to stay locked in perpetuity and to provide continuous funding to the Movements it supports." Pg. 2, Basics.

"\$Movement tokens are not to be deemed or interpreted to be representative of any kind of: Investment (whether secured or unsecured), equity interest, proprietary interest and economic rights ... right, title, interest or benefit whatsoever in whole or in part, in any person or property, or any assets" Pg. 5, Tokens.

"Movement DAO also has veto powers on any movements or initiatives that break the community guidelines." Pg. 9, Governance.

"Endowments minimize the capital that a bad actors could remove from a community at one time." Pg. 10, Backed Endowments enable.

"TERMS AND CONDITIONS OF TOKEN SALE AND USE, A purchase of Tokens is non-refundable and cannot be cancelled. ... A purchase of Tokens involves many, varied risks which can result in the loss of all amounts paid." Pg. 12, Terms and Conditions.

¹ Movement DAO GitBook hereto attached as Exhibit A

² Crypto-Account Amounts and Gnosis Address are listed in Exhibit C

³ Also referred to as the Movement Endowment, Move DAO

⁴ A detailed account by timestamp, block number, wallet, transaction id, cryptocurrency amount is hereto attached as Exhibit B

⁵ Alternatively, if ETH/USD were 1/\$3,500 would be worth \$5,281,500

⁶ The launch GitBook copy is provided as Exhibit A.

"Movement DAO has a pool of capital called an endowment. Money in the endowment cannot be spent." Pg. 14, Logistically.

"Financial transactions are handled after any votes by an IRL law firm acting as a service provider." Pg. 22, Slow Start.

"A registered law firm acts as a signatory on the fund's wallet. They therefore owe a fiduciary duty to the movement and will employ their expertise to ensure that no funds are moved in violation of the movement rules and no requests for funding would be indicative of fraudulent activity." Pg. 31, Fair Launch.

"The Movement DAO system is built in a way that designs bad behavior out of the system by using carefully designed incentive systems. The initial seeder's tokens will be locked for #⁷ years from launch, meaning there is no return on investment to the founders until the platform is fully built, operational and successful in its objectives." Pg. 70, FAQ, "Why should I trust this platform?"⁸

GitBook legal disclaimers and terms of use are provided as follows:

Token sale, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/token-sale-use.md>
Service provider, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/service-provider.md>
Terms of use, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/tou.md>
Security, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/security.md>
FAQ, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/faq.md>

Various Agreements

In addition to the above public disclosures, several private agreements were made between A.F. and R.B., A.F. and R.B. and 3rd parties, verbal, written, or relied upon:

1. R.B. and A.F. agreed to keep their funds within the platform for 4-5 years or at certain market capitalizations, 25% at 1B, 25% at 10B, 25% at 100B and 25% at 1T;
2. R.B. committed to contributing ~\$10m, with A.F. would contribute \$3m (not \$3.6m per January 24, 2022)
 - a. A.F. reduced to \$3m to remove any sell pressure, "100% aligned with the long-term success, for the long haul";
3. R.B. committed to A.F. \$2,202,028.85, totaling A.F.'s contributed amount of \$5,202,028.85;
4. R.B. committed to J.G. \$978,679.49, totaling J.G.'s contributed amount of \$1,234,189.49.⁹;
5. R.B. committed to M.P. \$978,679.49, totaling M.P.'s contributed amount of \$1,243,679.49; and
6. R.Y. custodial fee \$409,755.00, service provider fee of \$429,736.55 for 2022;

Governance

On February 2, 2022, the Gnosis Safe ETH-0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 was configured to receive the endowment and together was deployed with the GitBook documentation. Initial governance termed "Slow Start" which comprised of three prongs, 1. R.Y., the service provider to handle IRL financial transactions, 2. Vetoer role enabled, and 3. Gnosis individuals are publicly known individuals - M.P. and R.Y. see Pg. 22, Slow Start. On February 12, 2022, the governance NFT 0xdd407a053fa45172079916431d06E8e07f655042 was deployed, and airdropped, distributed, and given to the Gnosis contributors and anyone who expressed interest in participating in the Movement DAO. The governance NFT and contribution addresses were configured in the Snapshot Space Strategy so that the benefits of governance were conveyed to contributors. The Snapshot Space's Strategy allowing anyone with the governance NFT to submit a proposal through Discord temperature-check, which would continue to a temperature check Snapshot, <https://snapshot.org/#/tempcheck.movedao.eth> with the final voting occurring at <https://snapshot.org/#/snapshot.movedao.eth>. See founding proposals, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/README.md>

On August 23, 2022, seven (7) governance proposals¹⁰, mip-0000 through mip-0007¹¹ were successfully ratified by the community Snapshot vote¹²; notable decisions for Movement DAO were to form a Delaware Unincorporated Nonprofit Association, adopt Community Guidelines, Terms of Service, and Guiding Principles.

⁷ Deployed Branch had the #, however, backup branches stated 4 years and another branch stated 5 years.

⁸ <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/faq.md>

⁹ Move Token Allocation Spreadsheet, Exhibit C

¹⁰ <https://daolabs-docs.on.fleek.co/daolabs/examples/move/governance/process.md>

¹¹ <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0000.md>

¹² Movement governance NFT were airdropped to <https://daolabs-docs.on.fleek.co/daolabs/examples/move/governance/airdrop.md> and Snapshot strategy used the prorate distribution per <https://daolabs-docs.on.fleek.co/daolabs/examples/move/governance/contributions.md>

Additionally, a path was outlined to formalize the legal structures for the Unincorporated Non-Profit Association, an Intellectual Property Holding company DAOLABS LLC, and a for-profit technology company DAOLABS, Inc. The following Proposals were ratified, Mip 0000 through 0007 - <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0000.md>

Reputation, Duties

1. A.F. used pseudonyms during efforts to promote the DAO.
2. A.F. engaged dao-lawfirm.eth (R.Y.) specifically to convey public trust
3. R.Y. (M.P.) are the service providers and vetoer to protect the Gnosis purpose
4. J.G., M.P., and R.Y. as project community, law firm, and development lead are doxed

Entity Structuring

While Movement was originally formed informally as an Unincorporated Non-Profit Association, in August 2022, the community ratified the formal adoption of the Unincorporated Non-Profit Association. Additionally, community ratification to break out the intellectual property efforts into DAOLABS LLC and DAOLABS, Inc. in order to formally recognize and handle for-profit motives. As of Oct.10, 2022, the formation activity is incomplete due to the shifting priorities by R.B. The goals are as follows.

1. Formally establish the DAO as a non-profit association to launch blockchain tooling to enable the same;
2. Establish DAOLABS, LLC as a licensing, incubation partnership for individuals;
3. Establish DAOLABS, Inc. for-profit entity with the DAO, NFT tooling scheduled to launch Q1 2023;
4. Create DAOLABS common stock round for Gnosis contributors;
5. Aggregate all expenses for accounting, expenses, DAOLABS;
6. Aid JB to file taxes as an Unincorporated Non-profit Association;
7. Account all promises on DAOLABS balance sheet;

Hypotheticals

Hypothetical scenarios:

1. Initial contributors would like to unwind a portion of the contributions to the Gnosis; or
2. were under the belief that the financial contributions would result in substantial token value.

The Terms of Service, Terms of Token Sale, GitBook, and transaction of sending funds to a Gnosis wallet (the digital equivalent of handing over a briefcase of cash) foreclose any refunds, returns, cancellation, by clearly stating that the contributions were not refundable, cancellable, etc.

Disclosures were clear that tokens were not financial instruments and do not entitle contributors to assets, or any expectation of income, revenue, profits - if any, disclosures clearly stated that any capital gains would be used to fund development of the application and projects on the platform.

Recent community governance proposal, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0000.md>, which formalized Movement DAO as a Unincorporated Non-Profit Association further establishes an entity which contributions were made and which any dissolution is codified by Delaware statute.

Any community proposal which directs the entity to return portion of their contribution would be against the guiding principles and would be subject to veto.

Any community proposal subject to vote to direct the entity to return portion of their contribution would irreparably damage the reputation of the doxed individuals, law firm and subject the representations made via the GitBook, Twitter, Discord, about the purpose of the Gnosis, and strongly suggest a fraudulent scheme designed to induce unwitting 3rd parties to contribute was afoot.

Any of the following activity are criminal, as they relate to the above facts,

- a) omitting material facts to potential investors such as the identity of their principals, how investors funds would be used, and the risks of their investment plans;
- b) falsely stating the identity of their principals;
- c) false statements and, or material omissions;
- d) use false or misleading identities in connection with the promotion of tokens;
- e) lack of investment disclosures,

The unwinding above is the very definition of rug-pull, and would go against the duties of the dao-lawfirms.eth role as the service provider.

While cryptocurrency, tokens, NFTs may appear to be new, criminal activity associated employ the same schemes and acts, i.e. OpenSea's insider trading case, which the above hypotheticals would strongly suggest such a scheme was attempted, which would be sufficient for criminal charges, regardless of whether the scheme was successful or not.¹³

Summary

Movement governance Mip 0000 through Mip 0008 pave a reasonable path in the structure of movement as non-profit association making contributions directly to individuals, together associated with a for-profit DAOLABS, LLC which members may invite up to 99 additional members, and DAOLABS, Inc. which may create a class of common stock to invite individuals who value and are active in DAO governance and would like to further the Movement purpose. However, DAOLABS would seek additional agreements foreclosing any future claims, despite the disclosures in exchange for any participation. Any participation may or may not have any computation to the contribution amount and is explicitly not representative of any contribution whatsoever, as to avoid any appearance of quid pro quo.

Likely any extension of DAOLABS participation would only signal of some quid pro quo as the terms of the contributions to the Gnosis were by the direction of R.B., A.F. together or individually who would be the ones who contributed the most. The agreement by R.B. and A.F. regarding the specifics of the duration of capital held within the project are additionally at odds with any hypothetical requests for project funds.¹⁴

¹³ <https://www.justice.gov/usao-sdny/pr/former-employee-nft-marketplace-charged-first-ever-digital-asset-insider-trading-scheme>

¹⁴ January 24, 2022 A.F. wrote to R.B. specifics about the duration of holding the movement token, Exhibit E.

EXHIBIT 25

October 2, 2022

Memo Re: The Movement Endowment¹ Hypothetical Winddown

Background and Pre-launch

Merkaba, Inc. financed and provided the initial structure for the Movement. To help facilitate the preparations, it set up an additional entity, Ted One, LLC, which continued to provide services prior to launch of the Movement. A.F., R.B., J.G. provided crypto-custodial services and on Feb. 2, 2022, executed instructions to transfer the then crypto² balances to the Gnosis 0x143c0A996De329C1C5723Ee4F15D2a40c1203c6. The Gnosis Association arranged for a service provider which appointment was approved by the above individuals and later ratified by the community on August 2022, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0000.md>. Additional governance and Gnosis authorizations were ratified by the community: <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0001.md>, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0003.md>, and <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0007.md>.

Introduction

This memo provides an overview of the work and preparations made to the cryptocurrency platform prior to launch and before any contributions were made to the Gnosis multi-signature wallet 0x143c0A996De329C1C5723Ee4F15D2a40c1203c6 ("Gnosis"), which was later launched as the Movement DAO³. The Movement DAO began development in earnest on or about July 23, 2021. On February 2, 2022, the concept was launched together with a GitBook and by May 25, 2022, the Gnosis had received approximately \$17,189,461.91⁴ in donations in a combination of Ethereum and DAI. As of October 7, 2022, the Gnosis holds DAI in the amount of \$11,896,282.2191 and 1,509.63862486 ETH (which at \$1,322.86 is worth approximately \$2,003,214.97326⁵) for a total of \$13,899,497.18.

Representations

A.F. was engaged to lead and direct all aspects of the Movement DAO launch, including authoring and editing the information in GitBook⁶, which would serve as the project's whitepaper and public explanation of the DAO. While multiple persons appealed to A.F. to limit any promises or overly optimistic statements in the GitBook, A.F. was responsible for and author of the GitBook contents at the time of its publication. <https://move.xyz>, GitBook and Twitter were the primary tools for communication for the DAO with the public. A number of material statements in GitBook were made to promote the DAO and to encourage third parties to contribute to the Gnosis. These statements include:

"These tokens will be used to provide authentication into community chat rooms (Discord), voting activities (Snapshot), and participation in the movement. However, the token does not entitle the holder to the expectation of any profits from a movement nor is there a guarantee that the tokens will increase in value over time. The purchase of the governance token is simply the threshold that allows the purchaser to participate in the governance of the movement endowment that allows the purchaser a voice in the movements that the DAO should support." "Let's Start A Movement (sic)" pg.1.

"The principal balance of the endowment is designed to stay locked in perpetuity and to provide continuous funding to the Movements it supports." "Basics" pg. 2.

"\$Movement tokens are not to be deemed or interpreted to be representative of any kind of: Investment (whether secured or unsecured), equity interest, proprietary interest and economic rights ... right, title, interest or benefit whatsoever in whole or in part, in any person or property, or any assets" "Tokens" pg. 5.

"Movement DAO also has veto powers on any movements or initiatives that break the community guidelines." "Governance" pg. 9.

"Endowments minimize the capital that a bad actors could remove from a community at one time." "Backed Endowments Enable" pg. 10.

¹ Movement DAO GitBook attached hereto as Exhibit A

² Crypto-Account Amounts and Gnosis Address are listed in Exhibit C

³ Also referred to as the Movement Endowment, Move DAO

⁴ A detailed account by timestamp, block number, wallet, transaction id, cryptocurrency amount is hereto attached as Exhibit B

⁵ Alternatively, if ETH/USD were 1/\$3,500 it would be worth \$5,281,500

⁶ The GitBook copy online at the time of the launch is provided as Exhibit A.

"TERMS AND CONDITIONS OF TOKEN SALE AND USE, A purchase of Tokens is non-refundable and cannot be cancelled. ... A purchase of Tokens involves many, varied risks which can result in the loss of all amounts paid." "Terms and Conditions" pg. 12.

"Movement DAO has a pool of capital called an endowment. Money in the endowment cannot be spent." "Logistically" pg. 14.

"Financial transactions are handled after any votes by an IRL law firm acting as a service provider." "Slow Start" pg. 22.

"A registered law firm acts as a signatory on the fund's wallet. They therefore owe a fiduciary duty to the movement and will employ their expertise to ensure that no funds are moved in violation of the movement rules and no requests for funding would be indicative of fraudulent activity." "Fair Launch" pg. 31.

"The Movement DAO system is built in a way that designs bad behavior out of the system by using carefully designed incentive systems. The initial seeder's tokens will be locked for #⁷ years from launch, meaning there is no return on investment to the founders until the platform is fully built, operational and successful in its objectives." "FAQ, Why should I trust this platform?" pg. 70.⁸

GitBook legal disclaimers and terms of use are provided as follows:

Token sale, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/token-sale-use.md>
Service provider, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/service-provider.md>
Terms of use, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/tou.md>
Security, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/security.md>
FAQ, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/faq.md>

Agreements supporting the DAO

R.F. and A.F. made various agreements with contractors which they deemed integral to the launch of the DAO. Financial compensation by R.F. and A.F. were to be contributed on behalf of J.G. and M.P. R.F. and A.F. additionally agreed to the following:

1. All original contributors agreed to keep their funds on deposit with the platform for a period of 4-5 years or until certain market capitalizations level were met; 25% of investment at \$1B, 25% of investment at \$10B, 25% of investment at \$100B and 25% of investment at \$1T;
 - a. R.B. committed to contributing ~\$10m to the DAO.
 - b. A.F. committed to contributing \$3m (not the original \$3.6m pledged; see January 24, 2022 - email, Exhibit "E"). A.F. reduced the contribution to \$3m to remove any "sell pressure," "100% aligned with the long-term success, for the long haul";
2. R.B. committed to A.F. \$2,202,028.85, totaling A.F.'s contributed amount of \$5,202,028.85;
3. R.B. committed to J.G. \$978,679.49, totaling J.G.'s contributed amount of \$1,234,189.49.⁹;
4. R.B. committed to M.P. \$978,679.49, totaling M.P.'s contributed amount of \$1,243,679.49.
5. A.F., R.B., custodial, Movement Service Provider custodial.
6. R.B., A.F. compensation to J.G. and M.P.
7. Indemnification of J.G. and M.P.

Governance

On February 2, 2022, the Gnosis Safe ETH-0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 was configured to receive the endowments and was deployed with the GitBook concurrently. Initial governance termed "Slow Start" which comprised of three prongs, (1) The service provider to handle IRL financial transactions, (2) "Veto holder" role enabled, and (3) Gnosis individuals are publicly disclosed individuals - M.P. and R.Y. See "Slow Start" pg. 22.

On February 12, 2022, the governance NFT 0xdd407a053fa45172079916431d06E8e07f655042 was deployed, and airdropped, distributed, and given to the Gnosis contributors and any third party who expressed interest in participating in the Movement DAO. The governance NFT and contribution addresses were configured in the Snapshot Space Strategy so that the benefits of governance were conveyed to contributors. The Snapshot Space's Strategy allowing anyone with the governance NFT to submit a proposal through Discord temperature check, which would continue to operate as a temperature check on Snapshot, <https://snapshot.org/#/tempcheck.movedao.eth> with the final voting occurring at

⁷ Deployed Branch had the #, however, backup branches stated 4 years and another branch stated 5 years.

⁸ <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/exhibits/faq.md>

⁹ Move Token Allocation Spreadsheet, Exhibit C

<https://snapshot.org/#/snapshot.movedao.eth>. See founding proposals, <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/README.md>

On August 23, 2022, seven (7) governance proposals¹⁰, mip-0000 through mip-0007¹¹, were successfully ratified by the community Snapshot vote¹²; notable decisions for Movement DAO were to form a Delaware Unincorporated Nonprofit Association, adopt Community Guidelines, Terms of Service, and Guiding Principles.

Additionally, a path was outlined to formalize the legal structures for the Unincorporated Non-Profit Association, an Intellectual Property Holding company DAOLABS LLC, and a for-profit technology company DAOLABS, Inc. The Proposals were ratified at Mip 0000 through 0007 - <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0000.md>

Entity Organization

Movement was originally formed informally as an Unincorporated Non-Profit Association and in August 2022, the community ratified the formal adoption of the Unincorporated Non-Profit Association. Additionally, the community ratified the separation of the intellectual property to place them in separate entities, DAOLABS LLC and DAOLABS, Inc. in order to acknowledge and account for for-profit motives. As of October 10, 2022, the formation activities are incomplete and ongoing. Ultimately, we anticipate the following organizational structure:

1. Formally establish the DAO as a non-profit association to launch blockchain tooling to enable the same;
2. Establish DAOLABS, LLC as a licensing and incubation partnership for individuals;
3. Establish DAOLABS, Inc. for-profit entity with the DAO, NFT tooling scheduled to launch Q1 2023;
4. Create DAOLABS common stock round for Gnosis contributors;
5. Aggregate all expenses for accounting, expenses, DAOLABS;
6. Aid J.B. to file taxes as an Unincorporated Non-profit Association;
7. Account for all promises on DAOLABS balance sheet;

Hypotheticals

1. Could R.Y. or A.F. remove any portion of the contributions made to the Gnosis?
2. What are the ramifications of the statements made to subsequent contributors?

The Terms of Service, Terms of Token Sale, and GitBook, combined with the transaction of sending funds to the Gnosis wallet foreclose any refunds, returns, cancellation, by clearly stating that any return of the contributions was specifically limited and that the contributions could not be refunded or canceled.

The disclosures were clear that tokens were not financial instruments and do not entitle contributors to any expectation of income, revenue or profits – if any, and the disclosures clearly stated that any capital gains would be used to fund development of the application and other projects on the platform.

Are the contributors considered donors?

Any community proposal which directs the DAO to return any portion of their contribution except as allowed by the Terms of Service would be against the guiding principles and would be subject to veto. Indeed, any community proposal subject to vote that would direct the DAO to return any portion of a contribution would irreparably damage the reputation of the DAO and any individuals associated with the DAO. Such a proposal would also contradict the representations made via GitBook, Twitter, and Discord, about the purpose of the DAO and would be prohibited.

Such prohibited representations would include but are not limited to the following:

- a) omitting material facts to potential donors such as the identity of the principals, how donor funds would be used and the risks of the donations;
- b) falsely stating the identity of the principals;
- c) false statements and or material omissions made to induce donations; and
- d) the use of false or misleading identities in connection with the promotion of tokens.

¹⁰ <https://daolabs-docs.on.fleek.co/daolabs/examples/move/governance/process.md>

¹¹ <https://daolabs-docs.on.fleek.co/daolabs/examples/move/proposals/mip-0000.md>

¹² Movement governance NFT were airdropped to <https://daolabs-docs.on.fleek.co/daolabs/examples/move/governance/airdrop.md> and Snapshot strategy used the prorated distribution per <https://daolabs-docs.on.fleek.co/daolabs/examples/move/governance/contributions.md>

The DAO continued to emphasize that all public representations are truthful and noncompliance with the Terms of Service and the laws of the United States. While the laws regarding cryptocurrencies, tokens are NFTs are still developing, recent cases demonstrate that the government and SEC are beginning to prosecute or regulate cryptocurrency funds or token-producing entities when there are allegations of fraud or misrepresentation (including insider trading); see, i.e., OpenSea's insider trading case.¹³

Summary

1. Resignation of dao-lawfirm.eth and the delegation of voting:
2. Criminal consequences to the above actions:
3. Civil consequences to the above actions:
4. Order of operations to minimize financial liabilities between parties:
5. Proposal process to community:
6. Settlement & Release agreement:

¹³ <https://www.justice.gov/usao-sdny/pr/former-employee-nft-marketplace-charged-first-ever-digital-asset-insider-trading-scheme>

EXHIBIT 26

Timeline of R.B. Redemption Meetings

August 12, 2022,	Presentation of Budget, multi-year runway
October 7 th , 2022,	Presentation of Budget, discussion
October 23, 2022,	Presentation of Budget, discussion
December 6 th , 2022,	R.B. discussion
December 28 th , 2022,	R.B. discussion
January 30, 2023,	R.B. states that all spending is to stop and that he wants money end of Jan.

General Statements

1. Since my original invitation to participate in the development of Movement DAO to enable legal, transparent, governance, on-chain, I have been deeply appreciative and humbled that you would trust my technical skills and experience to include me on the Gnosis as well as approve the original budget. I cannot overstate how honored I am to be charged with leading and defining tooling for trustless cryptographic tooling for associations, for-profit, non-profit, tokenized communities and how deeply I care about the fairness, accessibility for anyone to be part of such an idealist mechanic. I have dedicated as much time and mindshare possible in realizing this vision; I also appreciate and value the care and attention to doing what is right, and fair, and the room to make these assessments thoughtfully and deeply. In the spirit of productive future discussions, and in an attempt to provide a window into the facts that I am reconciling, I have produced the following notes which touch on the various facets of this Gordian knot. The time I asked for was both to think through this problem and propose a solution.
2. Statements such as “on-the-same team”, is disingenuous and unfair
 - a. M.P. was repeatedly instructed, verbally and in written form the project funds were never at risk of being withdrawn.
 - b. M.P. role is to preserve the project.
 - c. DAO-lawfirm’s role is to preserve the project.
 - d. Preserve the integrity of the statements made in Movement DAO to the public – heavy use of the terms “trust”, “trustless”, etc. See
 - e. Asked to propose actions which are orthogonal and without merit (see Terms of Service). Instead sought to prepare a series of governance proposals over a period of time of 90-120 days, between January and April 2023 whereas Authorized Members would seek legal advice, modify terms of service, and provide a reasonable, defensible position to any actions which would seek to provide liquidity to the founding contributors.
 - f. M.P. was repeatedly upfront on the cost, runway, and boundaries of project statements as they relate to development and the security of the funds.
 - g. Despite strict accordance to the Movement project, M.P., to the project’s detriment followed “chain-of-command” as A.F. burned valuable development time with each side-adventure; availability to R.B.’s other DAO projects; PeaceDAO activities; and various accounting governance spinning in circles.
3. M.P. agreed with A.F. (and J.G., R.B.) the framework for autonomy to hire, develop, and manage \$6m, with the following operative statements:
 - a. “Contract seeks to address & rectify ... key points that have friction to development”
 - b. “M.P. owns all operational decisions”
 - c. “M.P. is allocated \$1MM, \$500k Expenses, \$600k x 5 blockchain Jesus, \$500k solid non-blockchain eng.”
 - d. The runway multi-year budget was conveyed as material for the recruitment of the current contributors, as well as the funds being under direct control via Gnosis and not via a means which would be “rugged.”
 - e. The reduction of the development expenses was strategic to take advantage of the state of crypto – the funds were committed – hence the language of “owns all operational decisions”. The specificity of this budget was intentional to protect from “unforeseen market forces”, “management focus”, or other distractions commonly introduced.
4. M.P. at no time intends to be adverse to any team member, only to protect the integrity of statements made, reputation, and financial promises which were relied upon. M.P., and J.G. followed all of A.F. orders to the degree they were ethical and attempted to provide feedback on material statements, see below.
5. Statements about the amount of funds spent on individuals, project total, are additionally “unfair”. M.P. established upfront the expectations of personal compensation, compensation for a team, and the rate. M.P. further made efforts to voice concerns about certain expenses. M.P. is not responsible for the project total expenses – prior to, neither caused those expenses to be made, or the outcome, M.P. was repeatedly upfront about the expenses required (funds computed in man-hours), subsequently promised those funds – combined with Gnosis signing rights, and has reduced expenses where and when he was directly responsible in order to throttle development spend.

6. M.P. is at all times sensitive with contributor's funds, providing value, and attributing total spend – at times hyperbole. Movement direct expenses were outlined on August 23, 2022, of \$DAI 1.7m.¹
7. As another example of care for Movement's funds, in Dec. 2021, J.G. and M.P. agreed that the Movement treasury should be heavily weighted to DAI. The vast majority of DAO treasuries are represented in ETH. On December 28, 2021, USD/ETH was \$3,800.89 versus \$1,195.46, this decision alone preserved Movements treasury significantly.
8. It is "unfair" to lay A.F.'s disclaimer, terms of service – material mistakes at M.P.'s feet (or J.G.), attribute total spend.
9. Statements about "nothing happening or doing nothing" are also unfair. M.P. has been transparent, upfront, and repeated many sentiments – and always tried to uphold a respectful tone and demeanor, even when faced with putting "words in another's mouth" or restated some statement as fact or receiving what appears to be a pitch, however there is no benefit to the project, project members, individuals, only downside – criminal liability in the current redemption analysis. To make clear –
10. Criminal liability may arise despite the successfulness of a scheme.
While A.F. appears to act with impunity, the GitBook, purpose, values, FAQ, Terms of Service, <https://daolabs-docs.on.fleek.co/daolabs/policies/move-gitbook-excerpts.md> paints a completely different story, whatever his motivation, those statements were specifically designed to induce contributions for tokens, or governance.

The following statutes are statutes which a reasonable conclusion could be reached to his actions.

- a. 18 U.S.C. § 1348 – securities misrepresentation, Federal securities fraud charges can be filed against anyone who intentionally convinces investors to sell or purchase a security on the basis of false or misleading information, or against anyone using insider information to make a decision to sell or purchase a security for their own profit. Securities fraud also includes unlawful acts of theft from investors, embezzlement, abusive short selling, Ponzi schemes, pump-and-dump schemes, or making false statements to corporate auditors. § 1349 confirms that an attempt or conspiracy to commit a violation of 1348 will be punished in the same manner as a violation of 1348 itself.
 - b. 18 U.S.C. § 1343 – wire fraud, which is any fraud which is carried out using some electronic medium or in part, Engaged in a scheme to commit fraud, such as making a "material misrepresentation" or "deceitful omission" about something; Utilized some sort of wire mechanism, such as a television, radio, or the internet, to further the scheme; and Possessed the necessary "mens rea," or mental state.
 - c. What is key is that the scheme need not be successful to be in violation of the act. A review of the largest blocks of transactions after block 14129789 highlight the following:
 - i. Requested redemptions, past founder's block
 1. 0x211be2dDC09c482B27Ed780A710b18d8Cb76328E, \$83,713, 4 transactions, start 14135618
 2. 0xb44A14dEcD9270E34E2dDaff4CD8690a2Cb88461, \$28,666, 5 transactions, start 14140674
 - ii. Contributors who do not want refunds
 1. 0xDe10F01e3f9bF288eF7A91cb4744B4AF3F2797F0, \$200,000, 1 transaction
 2. 0xB159DE0DdAb4a997F1c22fcf1C939d3317D9EC6, \$8,639.34, 1 transaction
 - iii. The above transaction blocks are a sampling of transactions by sender or aggregate after the founder block.
 - d. Using Ethereum block 141229789 as the end of the seeding period, the additional large transactions from A.F. are particularly troubling, given that the interpretation of this activity would appear to be the appearance of a successful project or further induce "FOMO".
11. The following verbatim excerpts of law, as argued before the Supreme Court, regarding a scheme need not be successful or profitable in order for a crime to be committed, coupled with the above conspiracy –
 12. The Supreme Court has long recognized, proof of actual harm is not required because the federal fraud statutes "prohibit[] the 'scheme to defraud,' rather than the completed fraud." Neder, 527 U.S. at 25². And because even a failed scheme violates the statute, the government need not prove that the victim actually relied on the defendant's misrepresentations, much less that the victim suffered harm. Id. at 24-25. Nor is such a requirement a necessary feature of "obtain[ing]" property. Providing a good or service in exchange for money does not alter the fact that the money was "obtained."
 13. The Supreme Court has likewise rejected the suggestion that the fraud statutes require a showing of intended or contemplated financial harm. In Shaw v. United States, 580 U.S. 63 (2016), a defendant charged with bank fraud argued that he could not be convicted because "he did not intend to cause the bank financial harm." Id. at 67. This Court disagreed, emphasizing that the statute "demands neither a showing of ultimate financial loss nor a showing of intent to cause financial loss." Ibid. The Court instead endorsed Judge Learned Hand's observation that " 'a man is nonetheless cheated out of his property, when he is induced to part with it by fraud,' even if 'he gets a quid pro quo of equal value.' " Ibid. (quoting United States v. Rowe, 56 F.2d 747, 749 (2d Cir.) (Hand, J.), cert. denied, 286 U.S. 554 (1932)); see Loughrin, 573 U.S. at 366 n.9 (rejecting the argument that the bank-fraud statute "requires the Government to prove that the defendant's scheme created a risk of financial

¹ <https://daolabs-docs.on.fleek.co/daolabs/daos/move/proposals/mip-0003.md>

² <https://supreme.justia.com/cases/federal/us/527/1/>

loss to the bank”); Carpenter, 484 U.S. at 26 (rejecting any requirement of actual or intended “monetary loss”). The Court’s decision in Shaw accords with the settled rule at common law. For example, “it is generally held that the lack of financial loss is no defense” to the common-law crime of “false pretenses.”

14. Therefore a reasonable and measured decision, on the mechanism of maintaining the purpose of the project, and the return of funds by way of the governance, after a democratic process, and accounting of agreements. It does not seem reasonable to reverse the entirety of the project as set forth by the original GitBook, Terms of Service, Authorized Members furthering the non-profit motive in 11 months after it was founded especially considering the reeling of expenses from Spring to Fall of 2022.
15. Other A.F. actions which would further cause issue:
 - a. A.F. seeking 1:1 redemption within 6 months after authoring the project terms; or other demands, any agreement with A.F., if outside any of the Movement formation, one is entitled to covenant of good faith and fair dealing, any purported performance A.F. may claim would be at odds with this expectation
 - b. Previous statements by A.F. regarding sell pressure needs;
 - c. Staking duration;
 - d. Attempts to maintain anonymity with parties, while naming other individuals explicitly and representing that contributors should rely upon those individuals;
 - e. Explicit statements about the projects continued development, and removal of claw-backs for movements;
 - f. Promise of \$1,000,000 project tokens/funding of Movement, Bored Ape etc.

Trustless Smart Contracts

16. The purpose of creating agreements based on Smart contracts, Gnosis Wallets is to remove all trust from the parties and in place operated through the Smart contract which speak for themselves. This is the ethos and agreement with all Crypto activities, including the formation of Movement, which everyone agreed to. All communication between everyone, including public materials highlighted this point.
17. Promises outside of the Gnosis balance or smart contracts are not considered
18. Actions outside of governance or Gnosis actions which do not conform with governance are not considered
19. Gnosis and their signer actors will only operate in accordance to the terms set forth in the GitBook, Terms, governance and the subsequent proposal ratifications.
20. Prior to launch, multiple attempts to include claw-back provisions but were dismissed by A.F.
21. Proposal of any compensation or future equity in conjunction with the Gnosis redemption lacks credibility.

Analysis

1. Analysis Outline, attached.
2. All prior agreements were reduced to the following statements within the GitBook and Terms of Service:
 - a. Service Provider’s fiduciary duty to maintain the following statements-
 - b. "Movement DAO is neither designed to be, nor is it set up to be, an investment vehicle and no jurisdiction has deemed any token produced by Movement DAO to be a “security” as defined by the 1933 Securities and Exchange Act (“The Act”). Movement DAO is specifically designed to take advantage of the benefits of the blockchain and cryptocurrencies to ensure that contributions to nonprofit works will have a larger impact based upon larger financial backing than traditional nonprofit corporations or charities."³
 - c. “Movement DAO’s core premise is to enable a community by seeding it with Ethereum/DAI to create any Movement and Actions they deem worthwhile, entrusting the collective wisdom of the community and their appointed leaders to accomplish that which has remained generally opaque to the individual - charity organizations as they operate today. Movement DAO’s core is a collection of smart contracts which govern managing a pool of assets on behalf of Movement and its sub-movements, the Endowment bank. Given each Movement has its own property and funds which are managed by Movement, and adapters and extensions which govern how the funds are collected, distributed, and managed are all areas which require extensive design, analysis, and audit before it is deployed on Ethereum Mainnet.”
 - d. “We have been entrusted with a large sum of capital by our community. We must be focused on how to efficiently and effectively use these resources to drive towards our goals. This means balancing short term benefits to our community with longer term impact to the global community”, Mission, Values.⁴
 - e. “The community must build and maintain a level of trust by quickly highlighting any instances of fraudulent or malicious activity.”
 - f. “A DAO is an online community built on the blockchain that introduces powerful tools designed for collaboration, decentralization, and transparency without the need for trust. This combination allows us to quickly mobilize around our most important social movements and take action quickly.” – FAQ, “What is a DAO? And why do we need it?”

³ <https://daolabs-docs.on.fleek.co/daolabs/policies/move-gitbook-excerpts.md>

⁴ <https://daolabs-docs.on.fleek.co/daolabs/policies/gitbook/README.md#values>

- g. Funds contributed to Movement DAO were not to be redeemed for 6 years.
 - h. "The Merkaba system is built in a way that designs bad behavior out of the system by using carefully designed incentive systems. First, the use of bonding curve token distribution ensures that the project will be decentralized and community owned from the beginning. The founders tokens will be locked for 6 years from launch, meaning there is no return on investment to the founders until the platform is fully built, operational and successful in its objectives. The system also establishes trust with its community by adopting state of the art mechanism design concepts. We have built this system on the shoulders of giants.", Why should I trust this platform?
 - i. Gnosis Signers, Tankbottoms.eth, dao-lawfirm.eth, "The dao-lawfirm.eth is acting as the initial Service Provider for the DAO."
 - j. Under Security Precautions, "Financial transactions are handled after any votes by IRL law firm acting as a service provider. DAO founders may elect to operate with a Vetoer role which may veto any pending proposal. A number of Movement DAO's Gnosis Safe signers are publicly known individuals."
 - k. The DAO-lawfirm.eth is acting as the initial Service Provider for the DAO.
 - l. "A registered law firm acts as a signatory on the funds wallet. They therefore owe a fiduciary duty to the movement and will employ their expertise to ensure that no funds are moved in violation of the movement rules and no requests for funding would be indicative of fraudulent activity."
 - m. "The penalty for selling vested tokens early. The vesting penalty decreases linearly from the specified penalty amount to zero over the course of the vesting period. Currently in beta."
 - n. "Movement DAO has earmarked 5% of tokens for the community and will distribute over \$1,000,000 in tokens over the first year directly for community contributions."⁵
3. Summary of Terms of Service Excerpts - <https://daolabs-docs.on.fleek.co/daolabs/policies/move-gitbook-excerpts.md>
4. Recruiting, partnering, and all external communications around Movement DAO and its affiliates made clear that the project was not a flash-in-the-pan project but with longer term goals, and was to create value in the space. This timeline and runway generally 4+ years was specifically used when recruiting individuals and partnering with communities.
5. Engaging and recruiting M.P. was predicated on an agreement of \$6m development runway, see attachment with Alex. This agreement was reenforced with Developer DAO, prior MOU, and all communications in writing and verbally with M.P. prior to leaving his prior employ. The purpose of this budget allocation was to avoid the distraction of the recruiting activities, and this instant situation. Including:
- a. Control direct dev resources outside of any competition marketing or capital expenses, LP, etc.
 - b. Ensure promises made by M.P. were clear and backed up by Gnosis funds

Timeline

6. All agreements by all parties effectively converted to the formation of the Gnosis by way the Movement DAO project statements, and subsequent Governance which followed the aforementioned governance, proposals, and sidebar discussions - <https://daolabs-docs.on.fleek.co/daolabs/daos/move/proposals/README.md>
7. All redemptions are to be offered equally to contributors and to be made in reverse order of contributions prior to the 14129789 Ethereum block.
8. Contributor treasury distribution mechanism
9. December 2022-January 2023 governance
- a. Present development status and movement seed budget - activities
 - b. Proposal to retain counsel (indemnification, release agreement) and amend the terms of service;
 - c. Schedule payout of all deferred funds to parties, dao-lawfirm, developers;
 - d. Development budget through April 2023.
 - e. Notice to all contributors to submit information form - to date, contributors are retaining funds;
 - f. Proposal to deploy beta contracts
10. January-February 2023 governance
- a. Summary of payouts prior to 14129789
 - b. Terms of service proposal
 - c. Movement, DAOLABS treasury adjustment budgets - contributor payouts order
 - d. Movement/grants
11. February-March 2023 governance
- a. Proposal for token issuance, weight, redemption
 - b. Proposal for mechanism

Challenges

12. Funds held by the Movement DAO are for its purpose and are no longer the property of the contributors - as stated repeatedly in the disclaimers.

⁵ <https://daolabs-docs.on.fleek.co/daolabs/policies/gitbook/README.md#overview-1>

13. Tokens are representative of governance rights, not percentages of treasury – as stated in the disclaimers.
14. Language employed by A.F. such as “my investment”, “1:1 contributions and voting share”, are specifically disclaimed by the terms of service as to avoid any appearance of a securities offering – language used conveys that A.F. never intended to abide by any securities regulations.
15. Proposals to refund all the contributors or unwind the project specifically conflict with the goals of the project, are confusing considering the funds are contributions, does not limit criminal liability, see legal analysis above;
16. Proposal to reduce treasury arbitrarily, conflicts with the credibility of those known individuals associated with the project, does not retain funds for civil & criminal indemnification;
17. GitBook modifications by M.P. and J.G. were almost entirely reverted in place of A.F.’s decision to dictate all terms between Movement DAO and contributors – including himself, which clearly and repeatedly disclaimed contributions were not investments, see above.
18. Funds contributed Movement DAO are the project’s funds for which its purpose is to further the project’s mission as detailed in the terms of service⁶ and governance outline⁷.
19. Reversing all contributions to contributors at the behest of specific individual demands would amount to
 - a. The project never intended to do anything it purported to do
 - b. Appearance of selling tokens or fund raising and withdrawing due to lack of adoption
20. Service Provider and Vetoer would be breaching their fiduciary duties to the project.
21. Movement DAO outlined its entity status via Guiding Principals⁸ which has its down set of winddown provisions per Delaware statute.
22. Above stated facts
23. Optics to distribute funds given the Terms of Service and Movement scope, 100%, 75%, 50%, 25% versus Release of claims, prior to any payouts draft, or some hybrid
24. Other consideration for payouts, contribution to a trust for a beneficiary in conjunction with any settlements

⁶ https://daolabs-docs.on.fleek.co/daolabs/policies/DAOLABS_Token_Sale.md

⁷ <https://daolabs-docs.on.fleek.co/daolabs/daos/move/governance/process.md>

⁸ <https://daolabs-docs.on.fleek.co/daolabs/daos/move/legal/guiding-principles.md>

EXHIBIT 27



So that Ryan, Alex and Jon know that operating in the shadows with majority control is not in the interest of the dao, and the dao itself has all these rights and powers and we can terminate their voting power because they are committing fraud, or softer trying to rug a community.



sorry, in 10 mins. does other members of your family have discord handles? i think it would be good for more people to chime in on movement and ask if this is a rug again or if this is a real project, i would like for that discussion to get aired out



Not quite the same but interesting considering the rug pull similarities...
<https://decrypt.co/118573/mutant-ape-planet-multiple-nft-rug-pulls>

Decrypt

Arrested Mutant Ape Planet Founder May Have Pulled Off Multiple Oth...

Data collected by analyst ZachXBT reveals that Aurelien Michel may have defrauded investors of an additional \$2.7M from other NFT scams.



I pushed all discussions with Jon, Alex and Ryan to Monday but I get the feeling that Alex wants to rug and interests are diverging



my gut says that ryan/alex want to rug the project and that they have been lying to me about stuff. this means that we need to act fast on making sure we keep control, i am thinking about and need sleep for sure. i don't want to be adverse but i think the reality is that ryan spent or whatever with money and he isn't liquid and its so overwhelming to him that is why he can't think straight and is asking me to do unethical stuff. this is a balance on what to air in governance vs keeping control - making sure we can keep our word. my gut says he doesn't care what i've promised or relied on, he can't see or think that far ahead.



so alex lying to get people to contribute and then rug, is itself the crime, trying to obtain money or property with a lie, so it makes me angry that alex thinks he can remotely say nevermind and get his money but this isn't your problem, i wish it was

EXHIBIT 28

Re: Treasury Vote

From mark.phillips@protonmail.com <mark.phillips@protonmail.com>
To Ryan Breslow<ryan@ryanbreslow.com>
CC Jonathan Gordon<Jongordon83@gmail.com>, Alex Fine<alex@fun.xyz>, Alex Fine<alex@westvillagecapital.com>
Date Tuesday, January 3rd, 2023 at 3:49 PM

These are not backdated fees. These are fees which were deferred entirely and are due. The fees are from October through February 2022, additionally the Service Provider fee was stated in the GitBook and in subsequent governance.

Regards,
Mark Phillips

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Sent with [Proton Mail](#) secure email.

----- Original Message -----

On Tuesday, January 3rd, 2023 at 2:12 PM, Ryan Breslow <ryan@ryanbreslow.com> wrote:

Mark,

We've reviewed the recent snapshot proposals and cannot approve any backdated fees (one being 58k and one 334k). Spending for service providers was done regularly and there was no mention of deferred fees until now.

We approve the 50k to the law firm for the upcoming month. But that is all.

Ryan

On Fri, Dec 30, 2022 at 2:00 PM Jonathan Gordon <jongordon83@gmail.com> wrote:
Confirm

On Fri, Dec 30, 2022 at 12:56 PM Alex Fine <alex@fun.xyz> wrote:
I confirm that I approve.

On Fri, Dec 30 2022 at 7:53 PM, Ryan Breslow <ryan@ryanbreslow.com> wrote:
Mark,

Effective immediately, Alex Jon and I vote to stop all spend out of the Move treasury.

We are happy to approve payment of your and Jon Gordon's salaries through January 31st. We will also consider any bare minimum necessary legal spend for the month of January.

Ryan
--
sent via mobile

--
sent via mobile

1.73 KB 1 file attached

publickey - mark.phillips@protonmail.com - 0x49631D56.asc 1.73 KB